

AT&T Wholesale Agreement

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

BY AND BETWEEN

**PACIFIC BELL TELEPHONE COMPANY
D/B/A SBC PACIFIC BELL TELEPHONE COMPANY**

AND

PAC-WEST TELECOMM, INC.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement") is by and between Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, a California Corporation ("PACIFIC"), and PAC-WEST TELECOMM, INC., ("Pac-West") a California Corporation doing business at 1776 W. March Lane, Suite 250, Stockton, CA.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business end users predominantly over their respective telephone exchange service facilities in California; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Telecommunications Act of 1996 ("the Act") and additional services as set forth herein; and

WHEREAS, for purposes of this Agreement, the Parties intend to operate where PACIFIC is the incumbent local exchange carrier and Pac-West, a competitive local exchange carrier, is certified by the California Public Utilities Commission, as required.

NOW, THEREFORE, PAC-WEST and PACIFIC hereby agree as follows:

1. DEFINITIONS

1.1. "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996.

1.2. "Affiliate" is as defined in the Act.

1.3. "AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

1.4. "Automatic Number Identification" or "ANI" is a Feature Group D or a CAMA signaling parameter that forwards the telephone ("CAMA") or billing number ("FG-D") of the calling party.

1.5. "Busy Line Verification Interrupt" or "BLVI" means a service in which an End User requests an operator to confirm the busy status of a line and requests an interruption of the call.

This Agreement contains arbitrated language in accordance with Application 02-03-059. All arbitrated language is noted as italicized language.

1.6. “Calling Party Number” or “CPN” is a Signaling System 7 (“SS7”) parameter whereby the ten (10) digit number of the calling party is forwarded from the End Office.

1.7. “Central Office Switch” means a single switching system within the public switched telecommunications network, including the following:

(a) “End Office Switches” which are Class 5 switches where End User Exchange Services are directly connected and offered; and

(b) “Tandem Office Switches” or “Access Tandems” which are switches used to connect and switch calls over interoffice trunks between End Office Switches.

Central Offices may be employed as combination End Office/Tandem Office switches.

1.8. “CLASS Features” mean certain CCS-based features available to End Users including, but not limited to: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.9. “Collocation” refers to an arrangement whereby one Party’s (the “Collocating Party”) facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the “Housing Party”). Collocation may be “physical” or “virtual.” “Physical Collocation” generally refers to the Collocating Party installing and maintaining its own equipment in the Housing Party’s premises. “Virtual Collocation is defined in Appendix NIM and generally refers to the “Housing Party” owning, installing and maintaining the collocated equipment in the Housing Party’s premises.

1.10. “Commission” or “CPUC” means the California Public Utilities Commission.

1.11. “Common Channel Signaling” or “CCS” is a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

1.12. “Competitive Local Exchange Carriers — “CLEC” is as defined in the Act.

1.13. “Control Office” means an exchange carrier center or office designated as its company’s single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.

1.14. “Dialing Parity” is as defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

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1.15. “Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

1.16. “Digital Signal Level 0” or “DS-0” means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.17. “Digital Signal Level 1” or “DS-1” means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.

1.18. “Digital Signal Level 3” or “DS-3” means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.

1.19. “End User” means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties or by another telecommunications service provider.

1.20. “Exchange Access” see Switched Access.

1.21. “Exchange Message Record” or “EMR” means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.22. “Fiber Meet” means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed-upon location.

1.23. “Interconnection” is as defined in the Act.

1.24. “Interconnection Activation Date” is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, and joint trunk testing is completed.

1.25. “Interexchange Carrier” or “IXC” (also referred to as “Switched Access Customer”) means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services. For purposes of Section 6 of this Agreement, the term “IXC” includes any entity which purchases FGB or FGD Switched Access Service in order to originate or terminate traffic to/from Pac-West’s End Users.

1.26. “IntraLATA Toll Traffic” means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.27. “Line Side” refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber’s telephone station set, a PBX, answering machine, facsimile

machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

1.28. “Local Exchange Routing Guide” or “LERG” means a Bellcore Reference Document used by LECs and IXC’s to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

1.29. “Local Exchange Traffic” is as defined in the Act.

1.30. “Local Interconnection Trunks/Trunk Groups” are used for the termination of Local Exchange Traffic, using Bellcore Technical Reference GR-317-CORE (“GR-317”).

1.31. “Local Calls” are as defined by the Commission. Local Calls currently include all 0-12 mile calls based on the rate centers of the originating and terminating NPA-NXXs of the callers, irrespective of whether the routing point of an NPA-NXX is different than the rate center of that NPA-NXX (these include but are not limited to ZUM Zone 1 and ZUM Zone 2 calls) and, where established in incumbent LEC tariffs, ZUM Zone 3 and Extended Area Service (EAS) calls.

1.32. “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).

1.33. “MECAB” refers to the Multiple Exchange Carrier Access Billing (“MECAB”) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

1.34. “MECOD” refers to the Multiple Exchange Carriers Ordering and Design (“MECOD”) Guidelines for Access Services — Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

1.35. “Meet-Point Billing” or “MPB” refers to a billing arrangement whereby two or more Telecommunications Carriers jointly provide for Switched Access Service to an IXC, with each LEC receiving an appropriate share of its switched access revenues as defined by its effective access tariffs.

1.36. “Meet Point Trunks/Trunk Groups” (“MPTGs”) are used for the joint provision of Switched Access services, utilizing Bellcore Technical References

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GR-394-CORE (“GR-394”) and GR-317-CORE (“GR-317”). MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.

1.37. “Mid-Span Meet” means an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC’s portion of the transmission facility.

1.38. “Network Element Bona Fide Request” or “BFR” means the process described in Appendix UNE that is attached hereto and incorporated herein that prescribes the terms and conditions relating to a Party’s request that the other Party provide a Network Element.

1.39. “Originating Line Information (“OLI”)” is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

1.40. “Point of Interconnection” or “POI” means a physical location at which the Parties’ networks meet for the purpose of establishing interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.

1.41. “Rating Point” means the Vertical and Horizontal (“V&H”) coordinates associated with a particular telephone number for rating purposes.

1.42. “Routing Point” means a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.43. “Switched Access” service means an offering of access to services or facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services includes: Feature Group A (“FGA”), Feature Group B (“FGB”), Feature Group C (“FGC”), Feature Group D (“FGD”), Toll Free Service, 700 and 900 access. Switched Access service does not include traffic exchanged between LECs for the purpose of local exchange interconnection.

1.44. “Synchronous Optical Network” or “SONET” means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

1.45. “Telephone Exchange Service” is as defined in the Act.

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1.46. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free, *i.e.*, 800-like, service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes and excludes services using standard NPA-NXX dialing patterns, irrespective of whether the routing point of the NPA-NXX is in a different rate center than the rating point of that NPA-NXX.

1.47. "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity, for example, another Central Office switch. Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.48. "Wire Center" means an occupied structure or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Access Service.

2. INTERPRETATION AND CONSTRUCTION

[Section Deleted]

3. IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Sections 4, 5, and 6 for the transmission and routing of Telephone Exchange Service Traffic and Exchange Access Traffic shall be established for each Exchange Area on Appendix DCO attached hereto and incorporated by reference. Appendix DCO may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional Exchange Areas by modifying or updating Appendix DCO.

4. INTERCONNECTION PURSUANT TO SECTION 251(C)(2)(A),(B),(C); 47 CFR § 51.305(A)(1)

4.1. Scope

This Section refers to the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Appendix ITR (Interconnection Trunking Requirements), attached hereto and incorporated by reference prescribes the specific trunk groups (and traffic routing parameters). Appendix NIM describes the facilities for the transmission and routing of traffic as described in Appendix ITR.

4.2. Interconnection Coverage § 251(c)(2)(B) and (C), 47 CFR § 51.305(a)(2)

The Parties will provide for interconnection of their networks that is at least equal in quality to that provided by PACIFIC to itself or to any subsidiary, affiliate,

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or any other party to which PACIFIC provides interconnection and shall interconnect at any technically feasible point in their network as defined in Appendix NIM, attached hereto and incorporated by reference. The Parties will establish Local Interconnection Trunks to exchange Local and IntraLATA Toll traffic. All traffic exchanged over Local Interconnection Trunk Groups will be treated as Pac-West traffic and subject to the terms and conditions of this Agreement. Neither Party shall terminate Switched Access traffic over Local Interconnection Trunks. Separate two-way Meet Point trunks will be established for the joint provisioning of Switched Access traffic. Local Interconnection will be provided via two-way trunks unless both Parties agree to implement one-way trunks on a case-by-case basis. In depth description is included in Appendix ITR.

4.2.1. The Parties shall interconnect their facilities as follows:

(a) Each Party will establish a Local Interconnection Trunk Group with each Access Tandem in the LATA(s) in which it originates or terminates Local and/or Toll traffic with the other Party. Parties may not route Local Interconnection traffic to an Access Tandem destined for an NXX that subtends another tandem. The Parties agree that direct trunking to an End Office from either Party's End Office or Access Tandem is permitted under the terms of this section.

(b) In addition to the tandem interconnection described above, either Party may establish End Office-to-End Office or End Office-to-tandem or tandem-to-tandem trunk groups. In the case of host-remote End Offices, such interconnection shall occur at the location of the host or remote, at the option of the Party deploying the host-remote End Office.

4.3. Methods for Interconnection

Methods for Interconnection and Physical Architecture shall be as defined in Appendix NIM.

5. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(C)(2)(D); 252(D)(1) AND (2); 47 CFR § 51.305(A)(5)

5.1. Scope of Traffic

This Section 5 prescribes traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in Section 4.

5.1.1. Either Party may opt at any time to terminate, *i.e.*, overflow, to the other Party some or all Local Exchange Traffic and intraLATA Toll traffic originating on its network, together with Switched Access traffic, via Feature Group D or Feature Group B Switched Access Services. Either Party may otherwise purchase these Switched Access Services from the other Party subject to the rates, terms, and conditions specified in its standard intrastate access tariffs, including any usage-sensitive rates for

the Local Exchange or intraLATA Toll traffic terminated over the Switched Access service.

5.1.2. Each Party shall deliver to the other Party over the Local Interconnection Trunk Group(s) only such traffic which is destined for those publicly dialable NPA-NXX codes served by End Offices that directly subtend the Access Tandem or to those Wireless Service Providers that directly subtend the Access Tandem.

5.1.3. Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either Party's End Office or tandem in accordance with the serving arrangements defined in the LERG Common Language Location Identifier (CLLI) Code.

5.1.4. Where the Parties deliver over the Local Interconnection Trunk Group(s) miscellaneous calls (e.g., time, weather, NPA-555, Mass Calling Codes) destined for each other, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG Common Language Location Identifier Code.

5.1.5. N11 codes (e.g., 611, 811, & 911) shall not be sent between Pac-West's and PACIFIC's network over the Local Interconnection Trunk Group(s).

5.1.6. For purposes of compensation under this Agreement, the traffic traded between Pac-West and PACIFIC will be classified as either Local Traffic, Transit Traffic, IntraLATA Interexchange Traffic, or interLATA Interexchange Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications Services to its End Users.

5.1.7. All Local Calls, including Local Calls originated by or terminated to any internet service provider, are subject to payment of local reciprocal compensation under the terms of this Agreement.

5.1.8. Calls originated by one Party's End User and terminated to the other Party's End User will be classified as "Local Traffic" for purposes of intercompany compensation, if they are "Local Calls" as defined by this Agreement (Section 1.31).

5.1.9. PACIFIC shall deliver all traffic destined to terminate at Pac-West's End Office in accordance with the serving arrangements defined in the Common Language Location Identifier Code, except PACIFIC will not deliver calls destined to Pac-West End Office(s) via another LEC's or CLEC's tandem.

5.1.10. PACIFIC shall terminate traffic from third party LECs, CLECs, or Wireless Service Providers delivered to PACIFIC's network through Pac-West's tandem. Prior to the routing of such traffic, the Parties agree to negotiate the issues of network capacity and forecasting caused by such termination. The Parties shall conduct such negotiations in good faith and shall not unreasonably withhold consent to the routing of such traffic.

5.1.11. PACIFIC shall complete traffic delivered from Pac-West destined to third-party LECs, CLECs or WSPs in the LATA, when these third parties subtenant PACIFIC's tandem(s). PACIFIC shall have no responsibility to ensure that any third party LEC, CLEC or WSP will accept such traffic.

5.2. Responsibilities of the Parties

5.2.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

5.2.2. Each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the originating Calling Party Number ("CPN").

5.2.3. If the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use ("MOU") of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as Switched Access.

5.2.4. For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation shall be charged by the Party originating the call, rather than the Party terminating the call. This includes originating charges as well as a Basic Toll Free Access Query charge as specified in Appendix PRICING or Pac-West's local exchange tariff.

5.2.5. Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party.

5.2.6. Measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

5.2.7. Each Party will provide the other, within thirty (30) calendar days or by mutually agreed upon date after the end of each calendar quarter, a usage report with the following information regarding traffic it sent to (*i.e.*, terminated over) the Local Interconnection Trunk arrangements.

5.2.7.1. Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups; and

5.2.7.2. Percent Local Usage ("PLU") and Percent Local Minutes.

5.2.8. Upon mutual agreement of the Parties, originating records for local, transit, and intraLATA toll traffic shall be exchanged for the purposes of billing intercompany terminating compensation.

5.2.8.1. On a monthly basis, each Party will record its originating MOUs including identification of the originating and terminating NXXs for all intercompany calls.

5.2.8.2. Each Party will transmit the summarized originating MOUs above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

5.2.8.3. Bills rendered by either Party will be paid within fifteen (15) days of receipt subject to subsequent audit verification.

5.2.8.4. MOUs for the rates contained herein will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

5.2.8.5. Each Party will multiply the tandem routed and end office routed terminating MOUs by the appropriate rate contained in this Section to determine the total monthly billing to each Party.

5.3. Reciprocal Compensation for Termination of Local Traffic

5.3.1. The Compensation set forth below will apply to all Local Traffic as defined in Section 5.1.8 of this Agreement.

5.3.2. Applicability of Rates

5.3.2.1. The rates, terms, conditions in this Section 5.3 apply only to the termination of Local Traffic, unless otherwise noted in Section 5.

5.3.3. Rate Elements

5.3.3.1. The Parties will pay to one another the charges for the following rate elements for the termination of Local Traffic.

- (a) Tandem Switching — (where used) compensation for the use of tandem switching functions (which includes subtending tandem offices:
 - (i) Setup per Call, and
 - (ii) MOU;
- (b) Common Transport (“where used”) — compensation for the transmission facilities

between the local tandem and the End Offices subtending that tandem.

- (i) Fixed Mileage and
- (ii) Variable Mileage

(c) Basic Switching- Interoffice Terminating:

- (i) Setup per Call
- (ii) MOU;

5.3.4. Local Traffic Interconnection Rates

See Appendix Pricing

5.4. Reciprocal Compensation for Transit Traffic

5.4.1. Transit Traffic allows one Party to send traffic to a third party network through the other Party's tandem. A Transit Traffic rate element applies to all MOUs between a Party and third party networks that transit the other Party's tandem switch. The originating Party will be billed Transit Traffic rate element unless otherwise specified.

The Transit Traffic rate element shall be equal to the Tandem Switching rate plus two times the Common Transport Fixed rate element as specified in Appendix PRICING.

5.4.2. When Pac-West uses a PACIFIC access tandem to transit a toll call to another LEC end office, and that LEC is a member of the California Toll Pool, ("Pooling LEC"), PACIFIC will bill, and Pac-West will pay, PACIFIC's local switching and proportionate local transport rates in addition to the transit rate above. PACIFIC will remit such revenues to the California Toll Pool. When a Pooling LEC originates a toll call that terminates to a Party's NXX, Party will bill and PACIFIC will pay, Party's local switching and local transport rates as if the call originated from a PACIFIC end office.

5.4.3. If either Party receives a call through the other Party's Access Tandem that originates from another LEC, Pac-West or Wireless Service Provider, the Party receiving the transited call will not charge the other Party any rate element for this call regardless of whether the call is local or toll. The Parties will establish appropriate billing relationships directly with the Wireless Service Provider, other CLEC or LEC with the exception of the independent LECs listed in Section 21.11 of this Agreement.

5.4.4. In the event one Party originates traffic that transits the second Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses.

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5.5. Reciprocal Compensation for Termination of IntraLATA Interexchange Traffic

For intrastate intraLATA interexchange service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service ("MTS") and originating access rates for 800 Service as set forth in each Party's Intrastate Access Service Tariff. For interstate intraLATA intercompany service traffic (*i.e.*, when a LATA crosses a state boundary), compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service ("MTS") and originating access rates for 800 Service as set forth in each Party's Intrastate Access Service Tariff.

5.6. Compensation for Origination and Termination of Switched Access Service Traffic to or from an IXC (Meet-Point Billing ("MPB") Arrangements)

5.6.1. The Parties will establish MPB arrangements in order to provide Switched Access Services to IXCs via PACIFIC's Access Tandem switches in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents.

5.6.2. For interstate, interLATA traffic, the Parties will charge IXCs according to access rates as set forth in each Party's own applicable tariffs.

5.6.3. Billing to IXCs for the Switched Access Services jointly provided by the Parties via Meet-Point Billing arrangement shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purpose of this Agreement, Pac-West is the Initial Billing Company ("IBC") and PACIFIC is the Subsequent Billing Company ("SBC"). The actual rate values for each element shall be the rates contained in that Party's own applicable access tariffs.

5.6.4. The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

5.6.5. As detailed in the MECAB document, the Parties will, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably, and promptly bill third Parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Arrangement. Each Party reserves the right to charge the other Party for the recording/processing functions it performs. Information shall be exchanged in Exchange Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

5.6.6. Meet-Point Billing shall also apply to all jointly provided MOU traffic bearing the 900, 800, and 888 NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an

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IXC. When PACIFIC performs 800 database queries, PACIFIC will charge the service provider for the database query in accordance with standard industry practices and applicable tariffs.

5.6.7. Each Party shall coordinate and exchange the billing account reference (“BAR”) and billing account cross reference (“BACR”) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

5.6.8. Each Party will provide the other with the Switched Access detailed usage data within thirty (30) days of the end of the billing period. Each Party will provide to the other the Switched Access summary usage data within ten (10) working days after the date that a bill is rendered to the IXC by the initial Party. To the extent Pac-West provides PACIFIC with Access Usage Records, PACIFIC will compensate Pac-West on the same terms as Pac-West compensates PACIFIC. PACIFIC acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At Pac-West’s request, PACIFIC will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

5.6.9. Errors may be discovered by Pac-West, the IXC or PACIFIC. Both PACIFIC and Pac-West agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery.

5.6.10. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon at least three (3), but no more than twelve (12) months of prior usage data, if available.

5.7. Maintenance of Service

5.7.1. A Maintenance of Service charge applies whenever either Party requests the dispatch of the other Party’s personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

- (a) no trouble is found in the interconnection trunks; or
- (b) the trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
- (c) trouble clearance did not otherwise require dispatch and, upon dispatch requested for repair verification, the interconnection trunk did not exceed Maintenance Limits.

5.7.2. If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

5.7.3. Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates:

- (a) basic time;
- (b) overtime; or
- (c) premium time,

as defined for billing by PACIFIC in PACIFIC's revised tariff CPUC . No. 175-T and in Pac-West's Exchange tariff.

6. TRANSMISSION AND ROUTING OF SWITCHED ACCESS TRAFFIC PURSUANT TO 251(C)(2)

6.1. Scope of Traffic

Section Appendix ITR (Interconnection Trunking Requirements) attached to this Interconnection Agreement prescribes parameters for certain trunk groups ("Meet Point Trunks") to be established over the Interconnections.

7. TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1. Reserved for Future Use

8. SIGNALING

8.1. The Parties will interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. Either Party may establish CCS interconnections either directly and/or through a third party. Whether direct or by third party, CCS interconnection shall be pursuant to PUB L-780023-PB/NB. If CCS interconnection is established through a third party, the rates, terms, and conditions of the parties' respective tariffs will apply. If CCS interconnection is established directly between Pac-West and PACIFIC, the rates, terms, and conditions of Appendix SS7 will apply.

8.2. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own End Users. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

8.3. CCS shall be used in conjunction with Meet Point Trunks; except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to Switched Access customers that use MF FGD signaling

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protocol. MF and CCS trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

8.4. Originating FGB calls delivered to PACIFIC's tandem(s) shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving Access Tandem.

9. NUMBERING

9.1. Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan ("NANP") number resources including, but not limited to, central office ("NXX") codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

9.2. At a minimum, in those areas where Pac-West intends to provide facilities-based local exchange service, Pac-West shall obtain at least one NXX per incumbent local exchange carrier rate center which is required to ensure compliance with the industry-approved Central Office Code NXX Assignment Guidelines (April, 1997) and the FCC's Second Report and Order in CC Docket 96-116 released August 18, 1997 (Local Number Portability).

9.3. Each Party agrees to make available via the LERG, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.

9.4. Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

9.5. Each Party is responsible to input required data into the Routing Data Base Systems ("RDBS") and into the Bellcore Rating Administrative Data Systems ("BRADS") or other appropriate system(s) necessary to update the Local Exchange Routing Guide ("LERG"), unless negotiated otherwise.

9.6. Upon the request of Pac-West, PACIFIC shall perform LERG input for Pac-West. Pac-West agrees to pay PACIFIC the sum of \$110 per NXX in exchange for PACIFIC's input of required data necessary to update the Local Exchange Routing Guide ("LERG") on Pac-West's behalf. PACIFIC shall not be liable for any losses or damages arising out of errors, defects, or failures associated with the input of Pac-West's data into the LERG.

9.7. Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the law, the Commission, the FCC, or a court.

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9.8. NXX Migration

Where either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another.

10. RESALE — SECTIONS 251(B)(1); 251(C)(4); 252(D)(3); AND 271(C)(2)(B)(XIV)

10.1. Availability of PACIFIC Retail Telecommunications Services for Resale

PACIFIC shall offer to Pac-West for resale at wholesale rates its Telecommunications Services, as described in Section 251(c)(4) of the Act, pursuant to the terms and conditions of Appendix RESALE attached hereto and incorporated herein by this reference.

11. UNBUNDLED NETWORK ELEMENTS — SECTIONS 251(C)(3), 271(C)(2)(B)(II),(IV),(V),(VI),(X)

Pursuant to Appendix UNE, which is attached hereto and made a part hereof, PACIFIC will provide Pac-West access to Unbundled Network Elements for the provision of a telecommunication service as required by Sections 251 and 252 of the Act and in compliance with those portions of the FCC's First Report and Order in CC Docket No. 96-98 that are in effect, subject to any modifications on reconsideration, stay or appeal, under the terms and conditions described herein and in the Appendices hereto.

12. NOTICE OF CHANGES — SECTION 251(C)(5)

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Both Parties will comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, as may be amended from time to time. Both Parties agree to coordinate interconnection matters consistent with the requirements of the Americans with Disabilities Act (42 U.S.C. 12101) and with Sections 255 and 256 of the Act.

13. COLLOCATION — SECTION 251(C)(6)

13.1. PACIFIC shall provide to Pac-West Physical Collocation pursuant to Appendix PHYSICAL COLLOCATION which may be added by written amendment to this Agreement.

13.2. PACIFIC shall provide to Pac-West Virtual Collocation pursuant to Appendix NIM.

14. NUMBER PORTABILITY — SECTIONS 251(B)(2) AND 271(C)(2)(B)(XI)

The Parties shall provide Permanent Number Portability (“PNP”) on a reciprocal basis. Pursuant to the provisions in the Act and the FCC’s First Report and Order, and in accordance with the terms and conditions outlined in Appendix Number Portability, which is attached hereto and incorporated herein.

15. DIALING PARITY — SECTION 251(B)(3); 271(C)(2)(B)(XII); AND 271(E)(2)

15.1. The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

15.2. PACIFIC shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act and Section 8 of the Commission’s regulations in Docket 97-2010.

16. ACCESS TO RIGHTS-OF-WAY — SECTION 251(B)(4) AND 271(C)(2)(B)(III)

Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it owns or controls, pursuant to Appendix ROW, in accordance with Section 224 of the Act on terms, conditions, and prices comparable to those offered to any other Telecommunications provider pursuant to each Party’s applicable tariffs and/or standard agreements.

17. DATABASE ACCESS — SECTION 271(C)(2)(B)(X)

In accordance with Section 27 (c)(2)(B)(x) of the Act, PACIFIC shall provide Pac-West with nondiscriminatory access to databases and associated signaling necessary for call routing and completion. Access to PACIFIC’s signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB Service, LIDB Administrative System, 800, and AIN (refer to General Terms and Conditions, Section 46.7.2). When requesting access to databases not otherwise provided for in this Agreement, or appropriate interfaces, regardless of whether they constitute Unbundled Network Elements, Pac-West will use the Network Element Bona Fide Request process. This process is defined in Appendix UNE, which is attached hereto and incorporated herein by reference.

18. INTERCEPT REFERRAL ANNOUNCEMENTS

When an End User customer changes from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to the End User will provide a referral announcement on the abandoned telephone number. This announcement will provide details on the new number to be dialed to reach this customer.

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These arrangements will be provided reciprocally for the same period of time and under the same terms and conditions as either provides to its existing End User customers.

19. COORDINATED REPAIR CALLS

To avoid and minimize the potential for End User confusion, each Party shall inform their respective End Users of their respective repair bureau telephone number(s) to access such bureaus. In the event that either Party receives a misdirected repair call, the Parties agree to employ the following procedures for handling such calls:

(a) To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the End User will be provided the correct contact telephone number.

(b) In responding to repair calls, neither Party shall make disparaging remarks about the other, nor shall they use these repair calls as the basis for internal referrals, to solicit customers, or to market services, nor shall they initiate extraneous communications beyond the direct referral to the correct repair telephone number.

20. OTHER SERVICES 271(C)(B)(2)(VII) AND 271(C)(2)(B)(VIII)

20.1. White Pages

In accordance with Section 271(c)(2)(B)(viii) of the Act, PACIFIC will make nondiscriminatory access to White Pages service available under the terms and conditions of Appendix WP, attached hereto and incorporated by reference.

20.2. 911 and E911 Services

Pursuant to Section 271(c)(2)(B)(vii)(I) of the Act, PACIFIC will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of Appendix 911, attached hereto and incorporated by reference.

20.3. Directory Assistance (“DA”)

Pursuant to Section 271(c)(2)(B)(vii)(II) of the Act, PACIFIC will provide nondiscriminatory access to DA services under the terms and conditions identified in Appendix DA, attached hereto and incorporated by reference.

20.4. Operator Services

Pursuant to Section 271(c)(2)(B)(vii)(III) of the Act, PACIFIC shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in Appendix OS, attached hereto and incorporated by reference.

20.5. Hosting

At Pac-West's request, PACIFIC shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from a CLEC for distribution to the appropriate billing and/or processing location or for delivery to a CLEC of such data via PACIFIC's internal network or the nationwide CMDS network pursuant.

20.6. Signaling System 7 Interconnection

At Pac-West's request, PACIFIC shall perform SS7 interconnection services for Pac-West pursuant to Appendix SS7, attached hereto and incorporated by reference.

20.7. Advanced Intelligent Network

One or more of the ILECs making up PACIFIC have deployed a set of AIN features and functionalities unique to the particular ILEC(s). As such, the AIN network architecture, methods of access and manner of provisioning are specific to that ILEC or those ILECs. Accordingly, any request for AIN access pursuant to this Agreement must be reviewed for technical feasibility, with all rates, terms, and conditions related to such request to be determined on an individual case basis and to be negotiated between the Parties. Upon request by Pac-West, and where technically feasible, PACIFIC will provide Pac-West with access to PACIFIC's Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions, and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

21. **GENERAL RESPONSIBILITIES OF THE PARTIES**

21.1. Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with PACIFIC's network as referenced in Bellcore's BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

21.2. Neither Party shall use any service related to or use any of the services or elements provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's End Users. Either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

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21.3. Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

21.4. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

21.5. At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, and automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

21.5.1. Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

21.5.2. Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

21.5.3. If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

21.5.4. Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 21.5.7 through 21.5.7.03 of this Agreement.

21.5.5. The Parties agree that companies affording the insurance coverage required under Section 21 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

21.5.6. Each party must request from its insurance company a 30 day advance notice of insurance cancellation. If a Party receives notice of cancellation from its insurer, that Party shall immediately provide such notice to the other Party. The other

Party must receive such notification within one (1) business day from the first Party's receipt of cancellation notification.

21.5.7. Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

21.5.7.1. The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

21.5.7.2. The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

21.5.7.3. The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

21.5.8. This Section 21.5 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

21.6. Unless otherwise stated, each Party will render a monthly bill to the other for service(s) provided hereunder. Remittance in full will be due within fifteen (15) days of that billing date. Interest shall apply on overdue amounts (other than disputed amounts which are subject to Section 30.12) at the rate specified in Section 30.12, unless otherwise specified in an applicable tariff. Each Party reserves the right to net delinquent amounts against amounts otherwise due the other.

21.7. PACIFIC participates at OBF to develop standardized methods and shall implement ordering and billing formats/processes consistent with industry guidelines as capabilities are deployed. Where such guidelines are not available or PACIFIC decides not to fully utilize industry guidelines, PACIFIC will provide Pac-West with information on its ordering and billing format/process and requirements at the earliest practicable time.

21.8. For the purposes of establishing provisioning and billing service to Pac-West, Pac-West is required to provide to PACIFIC its PACIFIC authorized and nationally recognized OCN for facilities-based business (interconnection and/or Unbundled Network Elements) in PACIFIC. Pac-West name associated with specific OCN must be consistent in PACIFIC.

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21.9. Unless otherwise agreed, if the designated Party fails to file the jointly signed agreement with the Commission within thirty (30) days of both Parties signatures, then the signed agreement is null and no longer valid. If the contract becomes null, either Party can initiate negotiations to a new agreement.

22. EFFECTIVE DATE, TERM, AND TERMINATION

22.1. This Agreement shall be effective upon approval by the CPUC (the “Effective Date”).

22.2. The term of this Agreement shall be three (3) years and shall commence upon the Effective Date. Absent the receipt by one Party (“Receiving Party”) of written notice from the other Party 365 calendar days, but in no event less than 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 22.3, below. To the extent that the contract continues in effect beyond the three year date for any reason, during such period each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as the latter agreement becomes effective; provided however, the terms and conditions applying to services, UNEs, reciprocal compensation and interconnection beyond the three year date shall be governed by, and true-up to, the negotiated/arbitrated provisions that succeed the original three year term. Renegotiations shall commence no later than 45 days after the notice of nonrenewal and renegotiation is received by the Receiving Party.

22.3. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement after written notice thereof that disrupts the operation of either Party’s network and/or End User service and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

22.4. If pursuant to Section 22.2, above, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Section 22.5, below. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 22.4 other than its obligations under Section 22.5, below.

22.5. Upon termination or expiration of this Agreement in accordance with this Section 22, above:

22.5.1. each Party shall comply immediately with its obligations set forth in Section 30.6, below; and

22.5.2. each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and

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22.5.3. each Party 's indemnification obligations shall survive.

22.6. No remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

23. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PACIFIC NOR PAC-WEST ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

Each Party will abide by applicable state or federal laws and regulations in obtaining End User authorization prior to changing End User's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. Pac-West shall make authorization available to PACIFIC upon request and at no charge. Only an End User can initiate a challenge to a change in its local exchange service provider. If an End User notifies PACIFIC or Pac-West that the End User requests local exchange service, the Party receiving such request shall be free to immediately provide service to such End User. When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the End User's authorized agent. Further, when an End User abandons the premise, PACIFIC is free to reclaim the unbundled network element facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

25. SEVERABILITY

25.1. The Parties negotiated the services, arrangements, Interconnection, terms, and conditions of this Agreement as a total arrangement and it is intended to be nonseverable, subject only to Section 30.16 of this Agreement.

25.2. In the event the Commission, the FCC, or a court rejects any portion or determines that any provision of this Agreement is contrary to law, or is invalid or unenforceable for any reason, the Parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion rejected or determined to be unlawful, invalid, or unenforceable. In such event, the Parties shall negotiate in good faith to replace the rejected, unlawful, invalid, or unenforceable provision and shall not

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discontinue service to the other Party during such period if to do so would disrupt existing service being provided to an End User. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

26. INTELLECTUAL PROPERTY

PACIFIC as the provider of the Unbundled Network Elements will provide all features, functions, and capabilities of the individual elements. PACIFIC will provide a list of all vendors/licensors applicable to the subject Unbundled Network Element(s) (which vendors have provided PACIFIC a software license) within seven (7) days of a request for such a list by Pac-West. PACIFIC agrees to use its best efforts to facilitate the obtaining of any necessary license or right to use agreement. PACIFIC makes no warranties, express or implied, concerning Pac-West's (or any third party's) rights with the respect to use of intellectual property (including without limitation, patent, copyright, and trade secret rights). PACIFIC reserves the right to amend the Intellectual Property provision of this Agreement to reflect the FCC ruling (and any appeal therefrom) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling.

27. INDEMNIFICATION

27.1. Except as otherwise provided herein or in specific appendices, each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such parties.

27.2. Except as otherwise provided herein or in specific appendices, and to the extent not prohibited by law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its End User, contractors, or others retained by such parties, in connection with the indemnifying provision of services or functions under this Agreement.

27.3. In the case of any loss alleged or made by an End User of either Party, the Party whose End User alleged or made such loss ("Indemnifying Party") shall defend and indemnify the other Party ("Indemnified Party") against any and all such claims or loss by its End Users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or intentional misconduct of the other ("Indemnified") Party.

27.4. Pac-West agrees to indemnify, defend, and hold PACIFIC harmless from any loss arising out of PACIFIC's provision of 911 services to Pac-West or out of Pac-West's End Users' use of the 911 service, whether suffered, made, instituted, or asserted

by Pac-West or its End Users, including for any personal injury or death of any person or persons, except for loss which is the direct result of PACIFIC'S own negligence or willful misconduct.

27.5. PACIFIC shall not be liable for damages to an End User's premises resulting from the furnishing of unbundled elements, including the installation and removal of equipment and associated wiring, unless the damage is caused by PACIFIC's negligence or willful misconduct. PACIFIC does not guarantee or make any warranty with respect to unbundled elements when used in an explosive atmosphere.

27.6. Each Party shall be indemnified, defended, and held harmless by the other Party against any loss arising from a Party's use of services or elements provided under this Agreement involving:

- (a) tort claims, including claims for libel;
- (b) slander;
- (c) invasion of privacy; or
- (d) infringement of copyright arising from a Party's own communications or the communications of its End Users.

This includes, but is not limited to, suits arising from disclosure of any customer-specific information associated with either the originating or terminating numbers used to provision unbundled elements provided hereunder or all other claims arising out of any act or omission of the End User in the course of using services or functions provided pursuant to this Agreement.

27.7. The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any loss identified in this Section or specific appendices. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits or demands for which the Indemnifying Party may be responsible under this Agreement. The Indemnified Party shall cooperate in every reasonable way to facilitate defense or settlement. The Indemnifying Party shall have the right to control and conduct the defense and settlement of any action or claim subject to the consultation of the Indemnified Party. The Indemnifying Party shall not be responsible for any settlement unless the Indemnifying Party approved such settlement in advance and agrees to be bound by the settlement agreement.

27.8. Pac-West acknowledges that its right under this contract to interconnect with PACIFIC's network and to unbundle and/or combine PACIFIC's network elements (including combining with Pac-West's network elements) may be subject to or limited by intellectual property (including, without limitation, patent, copyright, and trade secret rights) and contract rights of third parties. It is the sole obligation of Pac-West to obtain any consents, authorizations, or licenses under intellectual property or proprietary rights held by third parties that may be necessary for its use of PACIFIC network facilities under this Agreement. PACIFIC hereby conveys no licenses to use such intellectual

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property rights and makes no warranties, express or implied, concerning Pac-West's (or any third party's) rights with respect to such intellectual property and contract rights, including, without limitation, whether such rights will be violated by such interconnection or unbundling and/or combining of elements (including combining with Pac-West's network elements) in PACIFIC's network. PACIFIC does not and shall not indemnify or defend, nor be responsible for indemnifying or defending Pac-West for any liability losses, claims, costs, damages, demand, penalties, or other expenses arising out of, caused by, or relating to Pac-West's interconnection with PACIFIC's network and unbundling and/or combining PACIFIC's network elements (including combining with Pac-West's network elements).

27.9. Pac-West agrees to indemnify and hold PACIFIC harmless from and against all liability, losses, claims, costs, damages, demand, penalties, or other expenses, including but not limited to costs of litigation and reasonable attorneys fees, arising out of, caused by, or relating to any real or potential claim, demand, or action that Pac-West's interconnection with PACIFIC's network, or Pac-West's use of services or functions offered hereunder, or unbundling and/or combining of PACIFIC's network elements (including combining with Pac-West's network elements) violates or infringes upon any intellectual property rights of any third party or constitutes a breach of contract. Pac-West shall notify PACIFIC in writing within ten (10) days after Pac-West receives notification of any claim or suit subject to this provision. PACIFIC shall undertake and control the defense and settlement of any such claim or suit and Pac-West shall cooperate fully with PACIFIC in connection herewith. In no event shall PACIFIC be liable for any consequential damages or loss of profits which Pac-West may suffer arising out of same.

27.10. Pac-West shall reimburse PACIFIC for damages to PACIFIC facilities utilized to provide unbundled elements hereunder caused by the negligence or willful act of Pac-West or resulting from Pac-West's improper use of PACIFIC facilities, or due to malfunction of any facilities or equipment provided by other than PACIFIC. Nothing in the foregoing provision shall be interpreted to hold one Pac-West liable for another local service provider or End User's actions. Upon reimbursement for damages, PACIFIC will cooperate with Pac-West in prosecuting a claim against the person causing such damage. Pac-West shall be subrogated to the right of recovery by PACIFIC for the damages to the extent of such payment.

28. LIMITATION OF LIABILITY

28.1. Except for indemnity obligations under this Agreement, or except as otherwise provided in specific appendices, each Party's liability to the other Party for any loss relating to or arising out of any negligent act or omission in its performance under this Agreement, whether in contract or tort, shall not exceed in total the amount PACIFIC or Pac-West has to or would have charged the other Party for the affected service(s) or function(s) which were not performed or were otherwise improperly performed.

28.2. Except for losses alleged or made by an End User of either Party, or except as otherwise provided in specific appendices, in the case of any loss alleged or made by a third party arising under the negligence or willful misconduct of both Parties,

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each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

28.3. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental, or punitive damages, including but not limited to, loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively, “Consequential Damages”), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party’s obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney’s fees) and Consequential Damages of such third party.

29. REGULATORY APPROVAL

29.1. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the terms in this Agreement, to which they have agreed (*i.e.*, excluding arbitrated provisions) are not inconsistent with the specifically mentioned sections of the Act and are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

30. MISCELLANEOUS

30.1. Authorization

30.1.1. PACIFIC is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

30.1.2. Pac-West is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

30.2. Compliance and Certification

30.2.1. Each Party shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

30.2.2. Each Party warrants that it has obtained all necessary state certification required in those states in which it has ordered services from the other Party pursuant to this Agreement. Upon request by any state governmental entity, each Party shall provide proof of certification.

30.2.3. Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Law Enforcement Act (“CALEA”). Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party’s sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities, and services fully comply with CALEA.

30.3. Law Enforcement

PACIFIC and Pac-West shall handle law enforcement requests as follows:

(a) Intercept Devices:

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party’s facilities, in which case that Party shall comply with any valid request.

(b) Subpoenas:

If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the End User’s service provider, in which case the Party will respond to any valid request.

(c) Emergencies:

If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party by the receiving Party’s switch, that Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party’s End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims.

30.4. Independent Contractor

Each Party and each Party’s contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes, and other payroll taxes with respect to its employees, as well as any taxes, contributions, or other obligations imposed by applicable state unemployment or workers’ compensation acts. Each Party has sole authority and responsibility to hire, fire, and otherwise control its employees.

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30.5. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

30.6. Confidentiality

30.6.1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data:

(a) furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") dealing with customer-specific, facility-specific, or usage-specific information, other than customer information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or as otherwise mutually agreed upon; or

(b) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary"; or

(c) communicated orally and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) days after declaration to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the Disclosing Party.

30.6.2. Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, or otherwise. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement.

30.6.3. Each Party shall keep all the other Party's Proprietary Information confidential in the same manner in which it keeps its own Proprietary

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Information confidential, and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement and shall disclose such Proprietary Information only to those employees, contractors, agents or Affiliates who have a need to know. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

30.6.4. Unless otherwise agreed, the obligations of confidentiality and nonuse set forth in the Agreement do not apply to such Proprietary Information that:

(a) was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party;

(b) is, or becomes publicly known through no wrongful act of the receiving Party;

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information;

(d) is independently developed by an employee, agent, or contractor of the Receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information;

(e) is disclosed to a third person by the Disclosing Party without similar restrictions on such third person's rights;

(f) is approved for release by written authorization of the Disclosing Party;

(g) is required to be made public by the Receiving Party pursuant to applicable law or regulation provided that the Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with Section 30.6 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain. Notwithstanding the foregoing, PACIFIC shall be entitled to disclose confidential information on a confidential basis to regulatory agencies upon request for information as to PACIFIC's activities under the Act.

30.6.5. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information

furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

30.6.6. Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

30.7. Governing Law

For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of California without reference to conflict of law provisions.

30.8. Taxes

30.8.1. Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

30.8.2. With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

30.8.3. With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

30.8.4. If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty, and interest.

30.8.5. If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

30.8.6. If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

30.8.7. To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products, and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption

certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost, or expense with respect to forbearing to collect such Tax.

30.8.8. With respect to any Tax or Tax controversy covered by this Section 30.8, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

30.8.8.1. All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 30.8 shall be sent in accordance with Section 30.14 hereof.

30.9. Non-Assignment

Each Party covenants that, if it sells or otherwise transfers to a third party its Telephone Exchange and Switched Access network facilities within any territory within which PACIFIC is an Incumbent Local Exchange Carrier ("PACIFIC's Territory") as of the date of this Agreement, or any portion thereof, to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prompt written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

30.10. Non-Waiver

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

30.11. Audits

Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

30.11.1. Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct an audit of the other Party to give assurances of compliance with the provisions of this Agreement; provided, that neither Party may request more than two (2) such audits within any twelve (12) month period. This includes on-site audits at the other Party's or the Party's vendor locations. Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age.

30.12. Disputed Amounts

30.12.1. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of:

- (a) one and one-half percent (1-1/2%) per month; or
- (b) the highest rate of interest that may be charged under applicable law.

30.13. Dispute Resolution.

30.13.1. Alternative to Litigation.

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

30.13.2. Informal Dispute Resolution Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit or agency proceeding without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or

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otherwise admissible, be admitted in evidence, in the arbitration, agency proceeding or lawsuit.

30.13.3. Formal Dispute Resolution.

Subject to Section 30.7, if the Parties are unable to resolve the dispute through negotiations, then either Party may invoke the formal Dispute Resolution procedures described herein. Unless agreed among the Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency proceeding.

30.13.4. Arbitration.

If the negotiations do not resolve the dispute within sixty (60) business days of the initial written request, and both Parties agree to submit the dispute to Arbitration, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect except that the Parties may select an arbitrator outside AAA rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. The Parties shall mutually agree upon a discovery plan including the type and number of interrogatories and depositions allowed. If unable to agree on the discovery plan the Parties will ask the arbitrator to issue an arbitration plan consistent with the AAA rules. The arbitration hearing shall be commenced within sixty (60) business days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) business days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

30.13.5. Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Sections 30.13.2 and 30.13.3 directly and materially affects service to either Party's End Users, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration or other remedy proceeding shall be five (5) business days. When such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the AAA (i.e., rules 53 through 57) then in effect.

30.13.6. Costs.

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of

documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

30.13.7. Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and each Party shall continue to perform its obligations (including making payments in accordance with this Agreement).

30.13.8. No Conflict

The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement. In the event of any such conflict, the requirements of the Act or the Commission shall control.

30.14. Notices

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally; on the date receipt is acknowledged in writing by the recipient if delivered by regular mail; or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission as reflected in the facsimile confirmation sheet. "Business Day" shall mean Monday through Friday, PACIFIC/Pac-West holidays excepted. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section.

NOTICE CONTACT	PAC-WEST CONTACT	PACIFIC CONTACT
NAME/TITLE	Mart McCann	Contract Administration ATTN: Notices Manager
STREET ADDRESS	1776 West March Lane, Ste 250	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Stockton, CA 95207	Dallas, TX 75202-5398
TELEPHONE NUMBER	209 926-4224	NA
FAX NUMBER	209 926-4585	214-464-2006

30.15. Publicity and Use of Trademarks or Service Marks

30.15.1. The Parties agree not to use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for

written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

30.15.2. Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for commercial purposes without prior written approval.

30.16. Section 252(i) Obligations

If Pacific enters into an agreement (the "Other Agreement") approved by the Commission or FCC pursuant to Section 252 of the Act (regardless of whether the approved agreement was negotiated or arbitrated) which provides for the provision of any individual interconnection, service, or network element arrangement covered in this Agreement to another requesting Telecommunications Carrier, including an Affiliate, Pacific shall make available to Pac-West such individual interconnection, service, or network element arrangement upon the terms and conditions provided in the Other Agreement which are legitimately related to the purchase of the individual element being sought. Pac-West shall notify Pacific in writing of the terms and conditions which it desires to incorporate into this Agreement, and Pacific shall submit the request by advice letter to the Commission for approval within 30 days after such notice from Pac-West. At its sole option, Pac-West may also avail itself of the Other Agreement in its entirety. Nothing in this Section 30.16 is intended to or shall be construed to restrict in any manner any Party's rights pursuant to Section 252 of the Act or any regulations adopted thereunder.

30.17. Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

30.18. Intervening Law

This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of the results of arbitration by the California Public Utilities Commission. If the actions of the State of California or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction, including but not limited to the United States Supreme Court's decision in *AT&T Corp. v. Iowa Utilities Bd.*, 1999 WL 24568 (U.S.), and any remand thereof, invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of this Agreement, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency. In such event, the Parties shall expend

diligent efforts to arrive at an agreement respecting the modifications to the Agreement which must be included in a written amendment signed by both Parties.. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to *AT&T Corp. v. Iowa Utilities Bd.*, 1999 WL 24568 (U.S.), or the outcome of any remand thereof including its rights under this paragraph. Finally, whenever a tariffed rates is cited or quoted, it is understood that said cite incorporates any changes to said tariffs as required by the Telecommunications Act of 1996.

30.19. No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

30.20. No License

No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions, and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

30.21. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

30.22. Scope of Agreement

This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

30.23. Entire Agreement

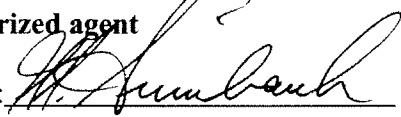
The terms contained in this Agreement and any Schedules, Exhibits, Appendices, tariffs, and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals, and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified in writing signed by an officer of each Party.

This Agreement contains arbitrated language in accordance with Application 02-03-059. All arbitrated language is noted as italicized language.

PAC-WEST TELECOMM, INC.

**Pacific Bell Telephone Company d/b/a
SBC Pacific Bell Telephone Company
By SBC Telecommunication, Inc.
Its authorized agent**

Signature: _____

Signature: 

Name: _____
(Print or Type)

Name: **Mike Auinbauh**
(Print or Type)

Title: _____
(Print or Type)

Title: **President – Industry Markets**

Date: _____

Date: **5/15/03**

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APPENDIX PRICING

This Agreement contains arbitrated language in accordance with Application 02-03-059. All arbitrated language is noted as italicized language.

APPENDIX 800

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APPENDIX 800

ACCESS TO THE TOLL FREE CALLING DATABASE

This Appendix sets forth the terms and conditions under which PACIFIC provides Access to the Toll Free Calling Database.

1. DESCRIPTION

1.1 PACIFIC's 800 database, an ANSI SS7 call-related database system, receives updates processed from the national System Management System/800 ("SMS/800") database. Customer records in the SMS/800 are created or modified by entities known as Responsible Organizations ("RespOrg") who obtain access to the SMS/800 via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own RespOrg or use the services of an established RespOrg. The services of a RespOrg include creating and updating 800 records in the SMS/800 to download to the 800 database(s). PACIFIC does not, either through a tariff or contract, provide RespOrg service.

1.2 After the 800 customer record is created in the SMS/800, the SMS/800 downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS/800 for each 800 number to be activated. The SMS/800 initiates all routing changes to update information on a nationwide basis.

1.3 Access to the Toll Free Calling Database allows Pac-West to access PACIFIC's 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (*i.e.*, 800, 888, and other codes as may be designated in the future).

1.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.

1.5 There are three optional features available with 800 service:

- (a) POTS Translation;
- (b) Multiple Destination; and
- (c) Six-Digit Master Number List Turnaround.

1.5.1 The POTS Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and requests delivery of the designated 10-digit number in place of the 800 number, PACIFIC will deliver the designated 10-digit number.

1.5.2 The Multiple Destination feature allows the customer to create routing schemes utilizing:

- (a) Time of Day;
- (b) Day of Week
- (c) Day of Year
- (d) Allocation of Traffic by Percentage
- (e) NPA-NXX-XXXX

1.5.3 The Six-Digit Master Number List Turnaround feature applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

2. TERMS AND CONDITIONS

2.1 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and exchange access telecommunications services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and Public Utility Commission of California.

2.2 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 SSP functionality and CCS/SS7 signaling. This Appendix is separate from the prices, terms, conditions, and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.

2.3 Pac-West shall address its queries to PACIFIC's database to the alias point code of the STP pair identified by PACIFIC. Pac-West's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. Pac-West acknowledges that such subsystem number and translation type values are necessary for PACIFIC to properly process queries to its 800 database.

2.4 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to

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provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Bellcore Specifications defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.

2.5 Pac-West acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of PACIFIC's CCS/SS7 network and its 800 database. Pac-West further agrees that PACIFIC, at its sole discretion, may employ certain automatic and/or manual overload controls within PACIFIC's CCS/SS7 network to guard against these detrimental effects. PACIFIC shall report to Pac-West any instances where overload controls are invoked due to Pac-West's CCS/SS7 network. Pac-West shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

2.6 During periods of 800 database system congestion, PACIFIC shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of PACIFIC's 800 database. The automatic code gapping procedure used by PACIFIC shall notify the Pac-West's switch of the gap length (how long Pac-West's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell PACIFIC's 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of PACIFIC's 800 database. PACIFIC reserves the right to manually invoke the automatic code gapping procedure to control congestion.

2.7 Prior to PACIFIC initiating service under this Appendix, Pac-West shall provide an initial forecast of busy hour query volumes. Pac-West shall update its busy hour forecast for each upcoming calendar year (January — December) by October 1 of the preceding year and also whenever Pac-West anticipates a change to existing forecasts. Pac-West shall provide such updates each year for the first three (3) years of this Appendix. If, prior to the establishment of a mutually agreeable service effective date, in writing, PACIFIC, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to Pac-West, PACIFIC shall notify Pac-West of PACIFIC's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

2.8 Pac-West shall from time to time at PACIFIC's request, provide additional forecasted information as deemed necessary by PACIFIC for network planning in connection with this offering.

2.9 PACIFIC shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., SS7 Appendix) as outlined in

Belcore Technical References TR-NWT-000533, GR-954-CORE, GR-905-CORE, and PUB L-780023-PB/NB.

2.10 Pac-West shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither Pac-West nor carrier customers of Pac-West, if Pac-West is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If Pac-West acts on behalf of other carriers to access PACIFIC's Toll Free Calling Database, Pac-West shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by PACIFIC after a query to PACIFIC's Toll Free Calling Database. Pac-West shall only use this network element in connection with the provision of telephone exchange and exchange access services.

2.11 Pac-West shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.

2.12 PACIFIC shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for Pac-West's activities on behalf of its Nevada local service customers where PACIFIC is the incumbent local exchange carrier. Pac-West agrees that any other use of PACIFIC's Toll Free Calling Database for the provision of 800 database service by Pac-West will be pursuant to the terms, conditions, rates, and charges of PACIFIC's effective tariffs, as revised, for 800 database services.

2.13 This Appendix shall become effective on _____(date)_____ and shall continue for one (1) year from the effective date of implementation of Access to the Toll Free Calling Database. Thereafter, this Appendix shall remain in effect unless terminated by either Party upon written notice given sixty (60) days in advance of the termination date.

2.14 Ordering and billing inquiries for the elements described herein shall be directed to the Local Service Center ("LSC"). Ordering shall be done through the LSC using the standard Pac-West order form and PACIFIC's CCS/SS7 Interconnect Questionnaire, if applicable.

3. RATE REGULATIONS

3.1 Pac-West shall pay the rates for Access to the Toll Free Calling Database, as described in Appendix PRICING. These rates and charges will apply for one (1) year from the service effective date for each exchange. After one (1) year, PACIFIC may change the rates upon sixty (60) days' notice. PACIFIC may first give such notice sixty days before the end of the first year.

3.2 Rate Elements

There are four rate elements associated with Access to the Toll Free Calling Database:

- (a) Basic Toll Free Access Query Rate Element;
- (b) POTS Translations Rate Element;
- (c) Multiple Destination Routing Rate Element; and
- (d) Six-Digit Master Number List Turnaround Rate Element.

3.3 Pac-West shall pay the Basic Toll Free Access query rate for each query received and processed by PACIFIC's database. When applicable, the charge for the additional features (POTS Translations, Multiple Destination Routing, and Six-Digit Master Number List Turnaround) are per query and in addition to the Basic Toll Free Access query charge, and shall also be paid by Pac-West.

4. MONTHLY BILLING

PACIFIC shall render monthly billing statements to Pac-West, and remittance in full will be due within thirty (30) days of receipt.

APPENDIX 800
EXHIBIT I

SPECIFICATIONS AND STANDARDS

<u>Description of Subject Area and Issuing Organization</u>	<u>Document Number</u>
Bellcore, SS7 Specifications	GR-246-CORE
	TR-NWT-000271
	TR-NWT-000533
Bellcore, CCS Network Interface Specifications	GR-905-CORE
	PUB L-780023-PB/NB
	GR-954-CORE

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APPENDIX 911 — CA

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APPENDIX 911 — CA

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE (CALIFORNIA)

This appendix between PACIFIC and Pac-West sets forth the terms and conditions upon which PACIFIC will provide Pac-West's connection to E911 Universal Emergency Number Service.

I. DEFINITIONS

A. As used herein and for the purpose of this appendix, the following terms shall have the meanings set forth below:

1. E911 Universal Emergency Number Service (also referred to as Expanded 911 Service or Enhanced 911 Service) - a telephone exchange communications service whereby a public safety answering point (PSAP) designated by the E911 customer may receive and answer telephone calls placed by dialing number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone call dialed to 911.

2. E911 Customer - a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire services through the use of one telephone number, 911.

3. Public Safety Answering Point (PSAP) - an answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

4. Centralized Automatic Message Accounting (CAMA) trunk - a trunk capable of transmitting Automatic Number Identification (ANI) associated with E911 customer calls from switch to the E911 Network.

5. Automatic Number Identification (ANI) - feature that automatically forwards the telephone number of the calling party to the E911 Selective Router from which it is switched to the public safety answering point (PSAP) and is displayed at an attendant position console.

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6. Automatic Location Identification (ALI) - feature that forwards the name, street address, class of service, and other pre-determined information associated with the calling party's telephone number (identified by ANI) to the PSAP for display.

7. Selective Routing (SR) - feature that provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.

8. Database Management System (DBMS) - a system of manual procedures and computer programs used to create, store, and update the data required for the SR and ALI service features of E911 service.

II. RESPONSIBILITIES

A. PACIFIC shall provide and maintain such equipment at the E911 Selective Router and the DBMS as is necessary to perform the E911 services set forth herein. This shall include some or all of the following:

1. Transporting the E911 calls from the meet-point with the Pac-West facilities connecting Pac-West's exchanges listed in Exhibit I (attached hereto and made a part hereof) to the Selective Router of the E911 System.

2. Switching the E911 calls through the Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 customer.

3. Storing the names, addresses, and associated telephone numbers from Pac-West's exchanges in the electronic data processing database for the E911 DBMS. Pac-West is responsible for downloading and updating this information.

4. Transmission of ANI and ALI information associated with Pac-West's end users accessing E911 service to the PSAP for display at an attendant position console.

B. PACIFIC shall provide and maintain sufficient dedicated E911 trunks from PACIFIC's Selective Router to the PSAP of the E911 customer, according to provisions of the E911 tariff and specifications of the E911 Customer.

C. PACIFIC shall provide Pac-West with an E9-1-1 Selective Router Map that correlates the Exchange or Rate Centers with the appropriate Selective Router.

D. PACIFIC shall provide Pac-West with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Exhibit I, which is attached hereto and incorporated by reference, in accordance with the terms of PACIFIC's Schedule Cal PUC No. A.9. In addition, PACIFIC shall provide Pac-West with a statistical report, in a timely fashion, of Pac-West's customer base files downloaded by Pac-West to PACIFIC's DBMS, so that Pac-West may ensure the accuracy of the end user records.

E. Pac-West shall connect its switches to the E911 Selective Router by one-way outgoing CAMA trunks dedicated for originating 911 emergency service calls, according to specification in the document E911 Technical Network Interface Specifications Document contained in PACIFIC's CLEC Handbook, or by dedicated trunks using SS7 protocol in areas served by an E911 Selective Router capable of supporting SS7 connectivity for 9-1-1. Pac-West will attest it has been provided copies of the documents referenced in D. and E., above.

F. At a reasonable time prior to establishment of E911 Service, Pac-West shall download and maintain thereafter all information required to establish records necessary for furnishing connection to E911 Service and shall promptly notify PACIFIC via PACIFIC's E911 gateway of any changes to be made to such records. Pac-West shall adopt and comply with operating methods applicable to downloading and maintaining Pac-West's end user records in PACIFIC's DBMS, as set forth in PACIFIC's CLEC Handbook.

G. Pac-West acknowledges that its end users in a single local calling scope may be served by different PSAPs, and Pac-West shall be responsible for providing facilities to route calls from its end users to the proper E911 Selective Router.

H. Pac-West and PACIFIC agree that Exhibit I shall be completed by the Parties thirty (30) days prior to the passing of live traffic.

III. METHODS AND PRACTICES

With respect to all matters covered by this appendix, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of PACIFIC's tariff, rules, and regulation of the FCC, the California Public Utility Commission, and the State of California 911 operations manual, that apply to the provision of E911 Service.

IV. CONTINGENCY

A. The parties agree that the E911 service is provided for the use of the E911 Customer, under the guidelines established by the State of California, and recognizes the authority of the State of California and the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by PACIFIC and the Pac-West. The terms and conditions of this appendix represent a negotiated plan for providing E911 service, for which Pac-West must obtain documentation of approval from the appropriate state or E911 Customer(s) which have jurisdiction in the area(s) in which Pac-West's customers are located. Pac-West shall provide such documentation to PACIFIC prior to use of Pac-West's E911 connection for actual emergency calls. Appropriate documentation (i.e. State of California TD-280A form) shall be obtained from the State of California 9-1-1 Program.

B. The terms and conditions of this appendix are subject to renegotiation in the event that the E911 Customer or State of California orders changes to the E911 service that necessitate revision of this appendix.

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V. BASIS OF COMPENSATION

A. Rates for access to E911 Services are set forth in PACIFIC's Schedule CAL PUC Tariff No. A.9.

B. Charges shall begin on the date connection to E911 Service commences.

VI. LIABILITY

A. PACIFIC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. PACIFIC shall not be liable to the Pac-West, its end users or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after PACIFIC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from the Pac-West until service is restored.

B. Pac-West's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. Pac-West shall not be liable to PACIFIC, its Customers or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after the Pac-West has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from the Customer until service is restored.

C. Pac-West agrees to release, indemnify, defend, and hold harmless PACIFIC from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, except for claims arising from PACIFIC's own negligence or other wrongful act, arising out of PACIFIC's provision of service hereunder or out of the Pac-West's end users' use of the E911 Service, whether suffered, made, instituted or asserted by the Pac-West, its end users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Pac-West, its end users or others.

D. Pac-West also agrees to release, indemnify, defend and hold harmless PACIFIC from any and all loss, claims, demands, suits or other actions involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of the E911 Service features and the equipment associated therewith, including but not limited to the identification of the telephone number, address or name

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associated with the telephone used by the party or parties accessing E911 Service hereunder, except which arise out of the negligence or other wrongful act of PACIFIC.

VII. MUTUALITY

Pac-West agrees that to the extent it offers the type of services covered by this appendix to any company, that should PACIFIC request such services, Pac-West will provide such services to PACIFIC under terms and conditions comparable to the terms and conditions contained in this appendix.

APPENDIX 911
California

EXHIBIT II

**DOCUMENTATION OF E911
CUSTOMER'S APPROVAL**

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APPENDIX DAL

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APPENDIX DAL

MUTUAL LICENSE AND COMPENSATION AGREEMENT FOR LOCAL DIRECTORY ASSISTANCE LISTINGS

This Appendix contains the terms and conditions under which PACIFIC and Pac-West agree to the mutual licensing of subscriber listing information, as follows:

1. PREAMBLE

1.1 PACIFIC and Pac-West each own and maintain databases containing the subscriber listing information (name, address, and published telephone number) of their respective telephone subscribers.

1.2 PACIFIC uses the subscriber listing information in its databases to provide directory assistance (“DA”) service to individuals who call PACIFIC’s DA to obtain such information.

1.3 Inasmuch as PACIFIC provides DA service under contract for other Local Exchange Carriers (“LECs”) and Competitive Local Exchange Carriers, (“CLECs”), PACIFIC’s databases also contain subscriber listing information for other LEC and CLEC End Users.

1.4 Now, therefore, in consideration of these premises, PACIFIC and Pac-West agree to license to each other certain subscriber listing information contained in each Party’s database, under the following terms and conditions:

2. SERVICE PROVIDED

2.1 PACIFIC and Pac-West shall license to each other the subscriber listing information of their End Users for the book codes listed in Exhibit A.

2.2 PACIFIC shall provide to Pac-West published subscriber listing information contained in PACIFIC’s database pertaining to subscribers of all CLECs and other LECs that have granted PACIFIC written authorization to release such subscriber listing information to Pac-West.

2.3 PACIFIC currently utilizes manual processes in obtaining and inputting subscriber listings of independent Local Exchange Carriers (“LECs”) into its DA database. Pac-West requests for independent LEC subscriber listing information will be handled on an individual case basis and priced accordingly.

2.4 Pac-West shall provide PACIFIC a minimum of thirty (30) days notice prior to the date when the initial load of listing information is to occur.

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3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 Pac-West may use the subscriber listing information licensed and provided pursuant to this Appendix for the sole purpose of providing DA services.

3.2 Upon termination of this Agreement, Pac-West shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by PACIFIC, and shall promptly return such subscriber listing information to PACIFIC.

4. ASSIGNMENT

The subscriber listing information shall remain the property of PACIFIC. Pac-West shall not sublicense, assign, sell or transfer the subscriber listing information licensed hereunder, nor shall Pac-West authorize any other company or any person to use the subscriber listing information for any other purpose. Pac-West shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by Pac-West, its agents, employees or others.

5. BREACH OF CONTRACT

In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate, upon fifteen (15) days notice, until the other Party's breach is remedied. Further, should Pac-West breach this agreement, it shall immediately cease use of PACIFIC's subscriber listing information.

6. LIABILITY

6.1 PACIFIC makes no express or implied warranties whatsoever regarding the correctness of the subscriber listing information provided to Pac-West. PACIFIC will not be held liable for any errors or omissions in or arising out of Pac-West's use of such information

6.2 Pac-West hereby releases PACIFIC from any and all liability for damages due to errors or omissions in the subscriber listing information provided under this Appendix, or by reason of delay in providing the subscriber listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

6.3 Pac-West shall indemnify, protect, save harmless, and defend PACIFIC (or PACIFIC's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages, and expense arising out of any demand, claim, suit, or judgment by a third party in any way related to PACIFIC supplying subscriber listing information, or any actual error or omission. Pac-West shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against Pac-West and PACIFIC, and/or against PACIFIC alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, PACIFIC

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may, at its option, assume and undertake its own defense, or assist in the defense of Pac-West, in which event Pac-West shall reimburse PACIFIC for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. Pac-West shall not enter into any settlement of any such demand, claim or suit without the prior written consent of PACIFIC.

7. TERM OF CONTRACT

This Appendix shall continue in force until terminated by one hundred-twenty (120) days prior written notice by either Party to the other.

EXHIBIT A

Database Exchanges Covered

STATE

Directory

WPDC

NPA(s)

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APPENDIX DCO

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APPENDIX ITR

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APPENDIX ITR

(TRUNKING REQUIREMENTS)

This Appendix provides descriptions of the trunking requirements for Pac-West and PACIFIC interconnection. All references to incoming and outgoing trunk groups are from the perspective of Pac-West.

1. LOCAL AND INTRALATA TOLL TRAFFIC

1.1 Tandem Trunking — Single Tandem LATAs. Where PACIFIC has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection trunk group at the tandem for calls destined to or from all End Offices that “home” on PACIFIC’s tandem. This trunk group shall be two-way and will utilize Signaling System 7 (“SS7”) signaling.

1.2 Tandem Trunking – Multiple Tandem LATAs. Where PACIFIC has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every PACIFIC tandem for calls destined to or from all End Offices that “home” on each tandem. These trunk groups shall be two-way and will utilize Signaling System 7 (“SS7”) signaling.

1.3 Direct End Office Trunking. Direct End Office trunks terminate traffic from a Pac-West switch to a PACIFIC End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group when End Office traffic reaches or exceeds the 24 or more trunk level. The Parties will meet to review the traffic level and reach agreement regarding the establishment of the Direct End Office Trunk. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem.

While the Parties agree that it is the responsibility of the Pac-West to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, PACIFIC acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to Pac-West and (ii) the date transit traffic volumes exchanged by the Pac-West and third-party carrier exceed the volumes specified in Section 1.4, PACIFIC will provide Pac-West with transit service. Pac-West agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.

When Tandem trunks are deployed, Pac-West shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective PACIFIC Tandems on the trunk groups defined below. PACIFIC shall route appropriate traffic to Pac-West switches on the trunk groups defined below.

1.4 When transit traffic through the PACIFIC Tandem from Pac-West to another Local Exchange Carrier, CLEC or wireless carrier switch requires 3 T-1s or more over three consecutive months, Pac-West shall establish a direct End Office trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier switch. Pac-West shall route Transit Traffic via PACIFIC's Tandem switches, and not at or through any PACIFIC End Offices. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.

2. MEET POINT TRUNKS

2.1 InterLATA traffic shall be transported between Pac-West's Central Office and PACIFIC's Access Tandem over a "Meet Point" Trunk Group separate from Local and IntraLATA Toll traffic. The Meet Point Trunk Group will be established for the transmission and routing of jointly provided Switched Access traffic between Pac-West's End Users and Interexchange Carriers via a PACIFIC Access Tandem. These trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to Switched Access customers that use MF FGD signaling protocol.

2.2 When PACIFIC has more than one Access Tandem within a LATA, the Pac-West shall utilize a separate Meet Point Trunk Group to every PACIFIC Access Tandem within the LATA under which the Pac-West "homes" an NPA-NXX, using DS-1 or DS-3 facilities other than the facilities used for Local Interconnection Trunk groups.

2.3 MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

2.4 PACIFIC will not offer blocking capability for Switched Access customer traffic delivered to any PACIFIC tandem for completion on Pac-West's network. The Parties understand and agree that Meet Point Trunking arrangements are available and functional only to/from Switched Access customers who directly connect with any PACIFIC tandem that Pac-West subtends in each LATA. In no event will PACIFIC be required to route such traffic through more than one tandem for connection to/from Switched Access customers. PACIFIC shall have no responsibility to ensure that any Switched Access customer will accept traffic that Pac-West directs to the Switched Access customer. PACIFIC also agrees to furnish Pac-West, upon request, a list of those IXCs which also interconnect with PACIFIC's tandem(s).

2.5 Pac-West will provide all CCS signaling including, without limitation, Charge Number and originating line information ("OLI"). For terminating FGD, PACIFIC will pass all CCS signaling including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Network signaling information such as Transit Network Selection ("TNS") parameter, Carrier Identification Codes ("CIC"), (CCS platform), and CIC/OZZ information (non-CCS environment) will be provided by CARRIER wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

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3. **800 (888) TRAFFIC**

3.1 All originating Toll Free Service calls for which Pac-West requests that PACIFIC perform the Service Switching Point (“SSP”) function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code “0110” and Circuit Code of “08” shall be used for all such calls.

3.2 All post-query Toll Free Service calls for which Pac-West performs the SSP function, if delivered to PACIFIC, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by Pac-West using GR-317 format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

4. **E911**

A segregated trunk group will be required to each appropriate E911 tandem within the exchange in which the Pac-West offers the Exchange Service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling.

5. **HIGH VOLUME CALL-IN NETWORK**

5.1 A separate High Volume Call In-Local Interconnection (“HVCI-LI”) trunk group may be provisioned between Pac-West’s end office(s) and PACIFIC’s LERG-designated High Volume Call-In tandem(s) or High Volume Call-In Serving Office(s) for each of PACIFIC’s Mass Calling NPA-NXX(s) in a LATA or, alternately, between Pac-West’s tandem and PACIFIC’s LERG-designated HVCI tandem(s) or HVCI Serving Office(s). This HVCI-LI trunk group shall be designed and built as one-way (Pac-West Central Office-to-PACIFIC tandem) only and shall use MF signaling. As the HVCI-LI trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. It is recommended that this group be sized as follows:

Number of Access Lines Served	Number of HVCI-LI Trunks
0 – 10,000	2
10,000 – 20,000	3
20,000 – 30,000	4
30,000 – 40,000	5
40,000 – 50,000	6
50,000 – 60,000	7
60,000 – 75,000	8
75,000 +	9 Maximum

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5.2 All applicable compensation arrangements described elsewhere for Local Interconnection Trunks/Trunk Groups and terminating access shall apply to HVCI-LI Trunks/Trunk Groups and traffic.

5.3 Should Pac-West assign a Mass Calling code and establish an HVCI-LI interface for traffic destined to its HVCI central office(s), Pac-West must “home” its HVCI-serving office on a PACIFIC HVCI tandem, and a similar HVCI-LI trunking arrangement (1-way outgoing with MF signaling) will be provided from PACIFIC’s tandem to Pac-West. In order to allow the parties time to order and install such HVCI-LI trunks, Pac-West must provide PACIFIC notification of its intention to deploy Mass Calling code(s) at least ninety (90) days before such codes are opened in the LERG.

5.4 Where PACIFIC and Pac-West both provide HVCI-LI trunking, both parties’ HVCI-LI trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

6. OPERATOR SERVICES

6.1 No Operator Contract - Inward Operator Assistance. Pac-West may choose from two interconnection options for Inward Operator Assistance as follows:

6.1.1 Option 1 - Interexchange Carrier (“IXC”). Pac-West may utilize the Interexchange Carrier Network. Pac-West operator will route its calls requiring inward operator assistance through its designated IXC POP to PACIFIC’s TOPS tandem. PACIFIC shall route its calls requiring inward operator assistance to Pac-West’s Designated Operator Switch through the designated IXC POP.

6.1.2 Option 2 - The Pac-West Operator Switch. Pac-West reports its switch as the designated serving switch for its NPA-NXX’s and requests PACIFIC to route its calls requiring inward operator assistance to the Pac-West. This option requires a segregated two-way trunk group with MF signaling from PACIFIC Access Tandem to the Pac-West switch.

6.1.3 BLV and BLVI. BLV and BLVI inquiries between operator bureaus shall be routed over the Local Interconnection Trunks using network-routable access codes published in the LERG.

6.2 Operator Contract with PACIFIC

6.2.1 Directory Assistance (“DA”). Pac-West may contract for DA services only. A segregated trunk group for these services would be required to PACIFIC’s TOPS tandem. This trunk group is set up as one-way outgoing only and utilizes MF and Operator Services signaling.

6.2.2 Express Call Completion (“ECC”). Pac-West contracting for DA services may also contract for ECC. This requires a segregated one-way trunk group to

PACIFIC's TOPS tandem. This trunk group is set up as one-way outgoing only and utilizes MF signaling.

6.2.3 Busy Line Verification. When PACIFIC's operator is under contract to verify Pac-West's End User loop, PACIFIC will utilize a segregated one-way trunk group with MF signaling from PACIFIC's Access Tandem to Pac-West switch.

6.2.4 Operator Assistance (0+, 0-). This service requires a one-way trunk group from Pac-West's switch to PACIFIC's TOPS tandem. This trunk group may carry ECC calls in addition to OA calls. MF and Operator Services signaling will be required on the trunk group.

6.3 Operator Services/Directory Assistance Trunk Group(s)

6.3.1 If PACIFIC agrees through a separate appendix or contract to provide Inward Assistance Operator Services for Pac-West, Pac-West will initiate an ASR for a one-way trunk group from its designated operator services switch to the PACIFIC OPERATOR SERVICES Tandem utilizing MF signaling. PACIFIC at its option may initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to the Pac-West's designated operator services switch.

6.3.2 If PACIFIC agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for Pac-West the following trunk groups are required:

6.3.2.1 Directory Assistance (DA):

6.3.2.1.1 Pac-West may contract for DA services only. A segregated trunk group for these services will be required to the appropriate PACIFIC OPERATOR SERVICES Tandem in the LATA for the NPA the Pac-West wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). Pac-West will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

6.3.2.2 Directory Assistance Call Completion (DACC):

6.3.2.2.1 Pac-West contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each PACIFIC OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). Pac-West will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

6.3.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

6.3.2.3.1 When PACIFIC's operator is under contract to verify the busy status of the Pac-West End Users, PACIFIC will utilize a segregated one-way with MF signaling trunk group from PACIFIC's Operator Services Tandem to Pac-West switch. Pac-West will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

6.3.2.4 Operator Assistance (0+, 0-):

6.3.2.4.1 This service requires a one-way trunk group from Pac-West switch to PACIFIC's OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. Pac-West will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

6.3.2.5 Digit-Exchange Access Operator Services Signaling:

6.3.2.5.1 Pac-West will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

6.3.2.6 OS QUESTIONNAIRE

6.3.2.6.1 If Pac-West chooses PACIFIC to provide either OS and/or DA, then Pac-West agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

7. **TRUNK DESIGN BLOCKING CRITERIA**

7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Tandem	1%

Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

* During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

8. FORECASTING RESPONSIBILITIES

8.1 Pac-West will provide an initial trunk forecast for establishing the initial interconnection facilities and equipment. Pac-West will provide subsequent forecasts on a semi-annual basis in the months of December and June, no later than January 1 and July 1, concurrent with the publication of PACIFIC's General Trunk Forecast including yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years, and the use of Common Language Location Identifier ("CLLI-MSG") which is described in Bellcore documents BR795-100-100 and BR795-400-100.

8.2 The semi-annual forecasts shall include:

(a) yearly forecasted trunk quantities (which include measurements that reflect actual tandem Local Interconnection and Meet Point trunks, End Office Local Interconnection trunks, and tandem-subtending Local Interconnection end office equivalent trunk requirements) for a minimum of three (current and plus-1 and plus-2) years; and

(b) a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders for greater than four (4) DS-1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

(c) the Parties shall agree on a forecast provided under § 8.1 to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes

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available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year.

(d) The Parties shall agree on a forecast provided under § 8.1 to ensure efficient utilization of trunks based on . Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year.

8.3 If differences in semi-annual forecasts of the Parties vary by more than 48 additional DS-0 two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS-0 trunks.

8.4 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.

9. TRUNK SERVICING

9.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (“ASR”).

9.2 As discussed in this Appendix, both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (“TGSR”) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Either Party upon receipt of a TGSR will issue an ASR to the other Party:

(a) within ten (10) business days after receipt of the TGSR, upon review of and in response to the TGSR received; or

(b) at any time as a result of either Party’s own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for PACIFIC’s Switched Access service.

9.3 Orders that comprise a major project, *i.e.*, greater than four (4) DS-1’s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among PACIFIC and Pac-West work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

9.4 Pac-West will be responsible for engineering its network on its side of the POI. PACIFIC will be responsible for engineering its network on its side of the POI.

9.5 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on PACIFIC's intrastate Switched Access intervals. If within 30 days of the original due date, either Party is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Requesting Party will cancel the order or the Providing Party will commence billing for the trunks as set forth in each Party's Access Service Tariff, not to exceed PACIFIC's Access Services Tariff Schedule Cal. P.U.C. No. 175-T, Section 5.2.3.A.

9.6 Trunk servicing responsibilities for TOPS trunks used for stand-alone operator service or Directory Assistance are the sole responsibility of Pac-West.

10. SERVICING OBJECTIVE/DATA EXCHANGE

Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20)-business day study period. Upon request, each Party will make available to the other trunk group measurement reports for trunk groups terminating in the requesting Party's network. These reports will contain offered load, measured in CCS (100 call seconds), that has been adjusted to consider the effects of overflow, retries, and day-to-day variation. They will also contain overflow CCS associated with the offered load, day-to-day variation, peakedness factor, the date of the last week in the four-week study period and the number of valid days of measurement. These reports shall be made available at a minimum on a semi-annual basis upon request.

11. TRUNK FACILITY UNDER UTILIZATION

If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three month period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent excess capacity. In all cases, grade of service objectives identified in Section 7 above shall be maintained.

12. NETWORK MANAGEMENT

12.1 Restrictive Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. Pac-West and PACIFIC will immediately notify each other of any protective control action planned or executed.

12.2 Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will

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not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

12.3 Mass Calling. Pac-West and PACIFIC shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

APPENDIX LIDB

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APPENDIX LIDB SERVICE

1. DEFINITIONS

1.1 A-links means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.

1.2 Alternate Billing Service (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

1.3 Billed Number Screening (BNS) means a validation of toll billing exception (TBE) data and performance of public telephone checks, i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

1.4 Calling Card Service (CCS) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.

1.5 Calling Name Database means a Party's database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database.

1.6 Calling Name Delivery Service (CNDS) means a service that enables a terminating customer to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Service Control Point (SCP) database and delivered to the customer's premise between the first and second ring for display on compatible customer premises equipment (CPE).

1.7 Calling Name Information means a telecommunications company's records of its subscribers' names associated with one or more assigned ten-digit telephone numbers.

1.8 CNAM Query is Pacific Bell's LIDB Service Application that allows Pac-West to query Pacific Bell's LIDB for Calling Name Information in order to deliver that information to Pac-West's local subscribers.

1.9 Common Channel Signaling (CCS) Network means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. LIDB Queries and Response messages are transported across the CCS network.

1.10 Database (or Data Base) means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.

1.11 Data Owner means a telecommunications company, including Pacific Bell and Nevada Bell, that stores and/or administers its own data in a party's LIDB, LIDB-like database, or Calling Name Database.

1.12 Group Record means information in LIDB that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NPA-0/1XX.

1.13 Line Information Data Base (LIDB) means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. LIDB contains records associated with customer line numbers and special billing numbers. LIDB accepts Queries from other Network Elements and provides return result, return error, and return reject Responses as appropriate. The interface for LIDB Service functionality is Pacific Bell's regional STP.

1.14 LIDB Service Application means the Query types Pacific Bell accepts for access to LIDB information.

1.15 Line Record means information in LIDB that is specific to a single telephone number or special billing number.

1.16 Nonrecurring Charge means a one-time charge that applies for a specific work activity (i.e., installation or change to an existing service). Nonrecurring Charges are applicable for the establishment of LIDB Service, LIDB Service Applications, service rearrangements, and service order activity.

1.17 Originating Point Code (OPC) means a code assigned to identify Pac-West's system(s) that originate LIDB Service Queries.

1.18 Personal Identification Number (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB can store a PIN for those line numbers that have an associated calling card.

1.19 Query means a message in American National Standards Institute's (ANSI) standard SS7 signaling protocol that represents a request to LIDB or a LIDB-like database for Information.

1.20 Query Rate means a per-query usage rate that applies to each Query received at Pacific Bell's LIDB and/or Calling Name Database.

1.21 Query Transport Rate means a per-query usage rate that applies to certain Queries transported from Pacific Bell's STP to the SCP where LIDB resides and back.

1.22 Response means an SS7 message that, when appropriately interpreted, represents an answer to a Query.

1.23 Service Control Point (SCP) means a CCS network node where LIDB resides.

1.24 Service Order Charge means a nonrecurring charge that applies to each service order form Pac-West uses to specify the originating point codes (OPCs) of its LIDB Query-originating systems and/or the OPCs of its Query-originating carrier customers.

1.25 Service Rearrangements are changes to existing services that do not result in changes to previously established OPCs.

1.26 Service Switching Point (SSP) means the software capability within a system that provides the SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.

1.27 Signaling System 7 (SS7) means the signaling protocol used by the CCS network.

1.28 Signaling Transfer Point (STP) is the point where a Party interconnects with a CCS/SS7 network. In order to connect to Pacific Bell's SS7 network, Pac-West or a third party initiating Pac-West's Queries must connect with a Pacific Bell STP in order to connect to Pacific Bell's SCP.

1.29 Special Billing Number means a Line Record in LIDB that is based on a NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an NXX-0/1XX line record is either a zero (0) or a one (1).

1.30 Toll Billing Exception (TBE) Service means a service that allows end users to restrict third number billing or collect calls to their lines.

1.31 Validation Information means a Data Owner's records of its Calling Card Service and Toll Billing Exception Service.

2. DESCRIPTION OF SERVICE

2.1 LIDB Service provides access to Pacific Bell's LIDB using the LIDB Service Applications specified herein. LIDB Service Applications provide access to LIDB data or LIDB service processing using defined query types. Such access provides Pac-West with information that Pac-West can use to appropriately complete calls or services.

2.2 Pacific Bell will provide Pac-West with access to Pacific Bell's LIDB for the following LIDB service applications:

Validation Query

CNAM Query

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2.3 Pacific Bell will provide Pac-West with access to Pacific Bell's LIDB for any new query type based upon mutually acceptable rates, terms and conditions.

2.4 All Pac-West Validation Queries to Pacific Bell's LIDB shall use a translations type of 253 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. Pac-West acknowledges that such subsystem number and translation type values are necessary for Pacific Bell to properly process Queries to its LIDB.

2.5 All CNAM Queries to Pacific Bell's LIDB shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. Pac-West acknowledges that such subsystem number and translation type values are necessary for Pacific Bell to properly process Queries to its LIDB.

2.6 Pac-West will send Queries to Pacific Bell that conform to the ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit II attached hereto and incorporated by reference. Both Parties acknowledge that transmission in said protocol is necessary for each party to provision LIDB Service (or the equivalent thereof). Both Parties will send SS7 Messages complying with ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit II. Each Party reserves the right to modify its network pursuant to other specifications standards, which may include Bellcore Specifications defining specific service applications, message types and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced a minimum of one hundred eighty (180) days in advance of implementation through industry standard procedures. Each Party will work cooperatively to coordinate any necessary changes.

2.7 Pac-West acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Pacific Bell's CCS/SS7 network. Pac-West further agrees that Pacific Bell, in its sole discretion, shall employ certain automatic and/or manual overload controls within Pacific Bell's CCS/SS7 network to guard against these detrimental effects. Pacific Bell will report to Pac-West any instances where overload controls are invoked due to Pac-West's CCS/SS7 network and Pac-West agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

2.8 Prior to Pacific Bell initiating service under this Appendix, Pac-West shall provide an initial forecast of busy hour Query volumes by LIDB Service Application. If, prior to the establishment of a mutually agreeable service effective date, in writing, Pacific Bell, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service to Pac-West, Pacific Bell shall notify Pac-West of Pacific Bell's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to Pacific Bell.

2.9 Pac-West will update its busy hour forecast for each upcoming calendar year (January — December) by October 1 of the preceding year. Pac-West shall provide such updates each year for the first three (3) years of this Appendix.

2.10 Pacific Bell will perform testing of LIDB Service in conjunction with CCS/SS7 Interconnection Service as outlined in Bellcore Technical References TR-NWT-000954, TR-TSV-000905, and TP 76638.

2.11 Pacific Bell supports the performance standards as defined in Section 7 of TR- TSV-000905. The overall end-to-end CCS/SS7 network objective is less than ten minutes unavailability per year from any Signal Point (SP) to any other SP. The performance objective for any single SP, including a Service Control Point (SCP), is less than three minutes unavailability per year. The combined link set from the SCP to the Signal Transfer Point (STP) has a performance objective of less than two minutes unavailability per year.

2.12 All access by Pac-West to Pacific Bell's LIDB will occur through Pacific Bell's regional STP as designated by Pacific Bell.

2.13 Other telecommunications companies, including Pac-West, may store data in Pacific Bell's LIDB. Pacific Bell will request that such Data Owning companies store every working line number and Special Billing Number served by that company for which the NPA-NXX or NPA-0/1XX is supported by Pacific Bell's LIDB.

2.14 Pac-West understands that access to Pacific Bell's LIDB may not provide Pac-West with access to all of the data of all Data Owners in Pacific Bell's LIDB. When Pacific Bell implements Data Screening by Data Owner, certain Data Owners may choose to limit or restrict Pac-West from accessing their data. Pac-West understands and agrees that Pacific Bell will comply with Data Owners' requests to so limit or restrict their data. Should Pac-West desire access to any restricted Data Owner's LIDB Information, Pac-West understands and agrees that such negotiations will be between Pac-West and said Data Owner.

2.15 Pacific Bell will update its LIDB information; e.g., add, delete, and modify customer accounts as customers move, become delinquent on their account, or order new service, on a daily basis. Pacific Bell will request other Data Owners to provide such updates in like time.

2.16 Pacific Bell has procedures in place to deactivate billing validation data in the event that such data is being used fraudulently or in the event end users exceed Pacific Bell-defined limits on toll charges. Pacific Bell will update Pacific Bell-issued calling cards that Pacific Bell suspects of being fraudulently used or exceeding Pacific Bell-defined toll limits seven (7) days a week, 24 hours a day.

2.17 Pacific Bell's LIDB Service will provide the following functions on a per query basis:

Validation Service Query

- validation of a telecommunications calling card account number stored in LIDB;
- determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number; and
- determination of billed line as a public (including those classified as semi public) or nonworking telephone number.

CNAM Query

- retrieval of the name associated with a calling number.

2.18 Pacific Bell provides LIDB Service as set forth in this Appendix only as such services are used for Pac-West's activities on behalf of its California and Nevada local service customers where either Pacific Bell or Nevada Bell is the incumbent local exchange carrier. Pac-West agrees that any other use of Pacific Bell's LIDB, for the provision of LIDB Service Applications by Pac-West outside of the area where either Pacific Bell or Nevada Bell is the incumbent local exchange carrier in California and/or Nevada, will be pursuant to the terms, conditions, rates, and charges of other agreements, including effective tariffs.

3. PRICE AND PAYMENT

3.1 Pac-West will pay Pacific Bell a Query rate and/or a Query Transport Rate for each Query initiated into Pacific Bell's LIDB. These rates are set forth in Exhibit I (Basis of Compensation), which is attached hereto and incorporated by reference.

3.2 Pac-West will pay a Nonrecurring Charge for each request for establishment or change of existing LIDB Service and/or LIDB Service Application. The LIDB Service Establishment Charge is a nonrecurring charge that applies per originating point code per request and is set forth in Exhibit I (Basis of Compensation).

3.3 Pac-West will pay a Service Order Charge for each request for service order activity. The Service Order Charge is set forth in Exhibit I (Basis of Compensation).

3.4 Payment to Pacific Bell for LIDB Service will be based upon the rates set forth in Exhibit I (Basis of Compensation), attached hereto and made a part thereof. These rates and charges will apply for one (1) year from the service effective date for each exchange. After one (1) year, Pacific Bell may change the rates upon sixty (60) days' notice. Pacific Bell may first give such notice sixty (60) days before the end of the

first year. Notwithstanding the forgoing, any rate Pacific Bell provides pursuant to its Tariff FCC No. 128 will change effective with any revision to such tariff.

3.5 Except as provided in paragraphs 3.6 through 3.9 below for CNAM Query, Pacific Bell will record usage information for Pac-West's LIDB Service Queries terminating to Pacific Bell's LIDB. Pacific Bell will use its SCPs as the source of usage data. Pacific Bell will aggregate usage by the point code of the Query-originating SSP for each LIDB Service Application.

3.6 Until such time as Pacific Bell has the ability set forth in paragraph 3.5 above, Pac-West will provide Pacific Bell with usage information from which Pacific Bell will bill Pac-West for both Pac-West's access and Pac-West's Query-originating carrier customers' access to Pacific Bell's Calling Name Database. Pac-West will provide such information to Pacific Bell on a monthly basis by a date agreed to by Pacific Bell and Pac-West. Pac-West will deliver such information to locations specified by Pacific Bell. If Pac-West uses a third-party network to access Pacific Bell's Calling Name Database, and Pac-West's third-party network provider can record and provide Pacific Bell with recordings of Pac-West's usage, Pacific Bell will accept such usage provided that the requirements in paragraphs 3.7 through 3.9 will apply Pac-West's third-party network provider.

3.7 Pac-West will provide, or cause to be provided to, Pacific Bell with CNAM Query usage information at no additional charge to Pacific Bell. Pac-West will either aggregate such usage by Originating Point Code or Pac-West will provide Pacific Bell with reports that identify usage by Originating Point Code. Pac-West and Pacific Bell will agree upon the format and media type Pac-West will use to provide such usage data to Pacific Bell. Pac-West understands and agrees that Pacific Bell cannot identify access by data owner until Pacific Bell has the capability set forth in paragraph 3.5 above. When Pacific Bell has the ability set forth in paragraph 3.5 above, Pacific Bell will bill Pac-West based upon Pacific Bell's own usage recordings as set forth in paragraph 3.5 above.

3.8 Pacific Bell will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by Pac-West.

3.9 While the provisions in paragraph 3.5 through 3.8 are in effect, Pac-West agrees that Pacific Bell will bill Pac-West for all CNAM Queries Pac-West originates or transports to Pacific Bell's network. Pac-West will recover from its Query-originating carrier customers (if any) any charges associated with their access to Pacific Bell's Calling Name Database, including such charges from Pacific Bell. Pac-West agrees that it will not bill its Query-originating carrier customers for any usage that Pac-West has not reported to Pacific Bell for billing. Once Pacific Bell has the ability set forth in paragraph 3.5 above, Pacific Bell and Pac-West will jointly determine which, if any, of Pac-West's Query-originating carrier customers will be direct-billed from Pacific Bell as set forth in paragraph 3.5 above.

This Agreement contains arbitrated language in accordance with Application 02-03-059. All arbitrated language is noted as italicized language.

3.10 Based upon the data identified in Section 3.5 of this Appendix, Pacific Bell will bill Pac-West for its LIDB Service Queries on a monthly basis. Pac-West will pay the bill within thirty (30) days of the bill issue date. Pac-West will pay late payment charges as applicable and as described in Pacific Bell's Tariff FCC No. 128.

3.11 Depending on Pac-West's choice of method for transporting its Queries and Responses, Pac-West may be required to purchase certain other services, especially services that may be provided pursuant to effective tariffs. In this event the prices, terms, conditions, and billing for such services will be specified in the applicable tariff(s) and this Appendix shall not be construed to circumvent the prices, terms, conditions, or billing as specified in the applicable tariff(s).

3.12 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party according to the terms of Subsection 3.6 above. Any adjustments relating to a disputed amount shall be reflected on the next monthly bill issued after resolution. Any credit issued upon resolution of any dispute shall bear interest at the rate specified in Subsection 3.6 above, payable on and as of the date the credit is issued. Parties shall work cooperatively and use their best efforts to resolve any disputes as quickly as possible.

3.13 Pacific Bell will treat changes in previously established OPCs as a discontinuance of the existing LIDB Service and establishment of a new LIDB Service and all applicable Nonrecurring Charges will be paid by Pac-West.

3.14 Pacific Bell cannot distinguish between queries from Pac-West's service platforms (e.g., Operator Service Systems and switches) as a Pac-West within Pacific Bell's and/or Nevada Bell's traditional serving areas in California and Nevada from other uses of Pac-West's service platforms. If for any reason the rates for Pac-West Query and/or Query Transport and the rates for non-Pac-West Query and/or Query Transport rate diverge prior to the development of any technically feasible method to distinguish Pac-West Queries from other Queries, Pac-West will develop an allocation factor to distinguish the proportion of Queries attributed to Pac-West as a Pac-West within the Pacific Bell serving area from other Queries. Should Pac-West choose to treat all Queries at the higher rate, Pac-West will not be required to develop an allocation factor.

3.15 Pac-West will advise Pacific Bell of its factor and Pacific Bell will apply the factor as soon as technically feasible. Until Pac-West provides its factor and/or Pacific Bell can apply the factor, Pacific Bell will treat all queries at the highest rate, except that a true-up will occur for the period between Pac-West's provision of the factor and Pacific Bell's application of the factor. Pac-West may change the factor on a quarterly basis and be subject to audit by Pacific Bell on a yearly basis.

3.16 Pac-West understands and agrees that networks (including Pacific Bell's network) or network elements that receive Queries cannot always distinguish Pac-West's Queries from Pacific Bell's Queries. Pac-West understands and agrees that this occurs

when Pac-West's Queries use either unbundled network elements (UNEs) or other service configurations, that allow such Queries to launch from a Pacific Bell service platform. Pac-West understands and agrees that until such time as Pac-West's traffic can be uniquely identified, that Pacific Bell may recover the costs for LIDB Service Applications and Pac-West's Queries to other networks from surcharges associated with other services.

4. OWNERSHIP OF INFORMATION

4.1 Telecommunications companies depositing information in Pacific Bell's LIDB (*i.e.*, Data Owners) retain full and complete ownership and control over such information. Pac-West obtains no ownership interest by virtue of this Appendix.

4.2 Unless expressly authorized in writing by parties, Pac-West will not use LIDB Service for purposes other than those described in this Appendix. Pac-West may use LIDB Service for such purposes only on a call-by-call basis. Data accessed on LIDB may not be stored by Pac-West elsewhere for future use.

4.3 Proprietary information residing in Pacific's LIDB is protected from unauthorized access and Pac-West may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:

- Billed (Line/Regional Accounting Office (RAO)) Number
- PIN Number(s)
- Billed Number Screening (BNS) indicators
- Class of Service (also referred to as Service or Equipment)
- Reports on LIDB usage
- Information related to billing for LIDB usage
- LIDB usage statistics.

4.4 Pac-West will not copy, store, maintain, or create any table or database of any kind based upon information it receives in a Response from Pacific Bell's LIDB.

4.5 If Pac-West acts on behalf of other carriers, Pac-West will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information it receives in a Response from Pacific Bell's LIDB.

4.6 Pacific Bell will share end-user information, pertinent to fraud investigation with Pac-West when Validation Service Queries for the specific end user

reaches Pacific Bell's established fraud threshold level. Pacific Bell will apply this fraud threshold level uniformly to all end-user information in Pacific Bell's LIDB.

5. TERM AND TERMINATION

5.1 This Appendix shall become effective pursuant as of the date of the last signature to the Agreement and shall continue for one (1) year from the effective date of implementation of LIDB Service. Thereafter, this Appendix shall remain in effect unless terminated by either party upon written notice given sixty (60) days in advance of the termination date.

5.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix immediately upon written notice.

5.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel Pacific Bell or Pac-West to terminate the Appendix, Pacific Bell and Pac-West shall have no liability to the other in connection with such termination.

6. LIMITATION OF LIABILITY

6.1 A Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service.

6.2 The remedies in paragraph 6.1 of this Appendix shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries, or parent corporation, (including their directors, officers, employees, or agents).

6.3 In no event shall a Party have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service purchasers.

6.4 Pacific Bell is furnishing access to its LIDB to facilitate Pac-West's provision of services to its end users, but not to insure against the risk of completion of any call. While Pacific Bell agrees to make every reasonable attempt to provide accurate LIDB information, the Parties acknowledge that Line Record information is the product of routine business service order activity and fraud investigations. Pac-West acknowledges that Pacific Bell can furnish Line Record information only as accurate and current as the information has been provided to Pacific Bell for inclusion in its LIDB. Therefore, Pacific Bell, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to Pac-West except such inaccuracies caused by Pacific Bell's willful or wanton misconduct or gross negligence.

This Agreement contains arbitrated language in accordance with Application 02-03-059. All arbitrated language is noted as italicized language.

6.5 CALLING NAME INFORMATION PROVIDED TO PAC-WEST HEREUNDER SHALL BE PROVIDED "AS IS". PACIFIC BELL MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. And, Pacific Bell shall not be held liable for any actions or omissions arising out of or in connection with Pac-West's use of the Calling Name Information. Notwithstanding the foregoing, Pac-West will be accessing the same Pacific Calling Name Database that Pacific Bell and/or Nevada Bell accesses for its own Queries.

6.6 Pacific Bell is furnishing access to the Calling Name Database in order to facilitate Pac-West's provision of Calling Name Delivery Service (CNDS) to its end users, but not to insure against the risk of completion of a call to a CNDS subscriber without the display of the name of the caller. While Pacific Bell makes every reasonable attempt to provide accurate and current Calling Name information, Pac-West acknowledges that Calling Name Information is the product of routine business service order activity. Pac-West acknowledges that Pacific Bell can furnish Calling Name Information only as accurate and current as the information has been provided to Pacific Bell for inclusion in its CNAM database. Therefore Pacific Bell, in addition to the limitations of liability set forth, is not liable for inaccuracies in the Calling Name Information provided to Pac-West or its query originating carrier customers, except such inaccuracies caused by Pacific Bell's willful or wanton misconduct or gross negligence.

6.7 Pac-West acknowledges that Pacific Bell's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. Pac-West also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, Pacific Bell, in addition to the limitations of liability set forth in Section 6, is not liable for any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of an Calling Name Information contained in Pacific Bell's Calling Name Database and provided to Pac-West or Pac-West's query-originating carrier customers, except for such content related claims, damages, or actions resulting from Pacific Bell's willful or wanton misconduct or gross negligence.

6.8 Pac-West acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

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6.9 Pac-West acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. Pac-West agrees not to attempt to obtain the caller's name information by originating a Query to Pacific Bell's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. Pac-West also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, Pacific Bell, in addition to the limitations of liability set forth in this Section 6, is not liable for any failure by Pac-West or Pac-West's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and Pac-West agrees to hold Pacific Bell harmless from and defend and indemnify Pacific Bell for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from Pac-West's or Pac-West's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by Pacific Bell's willful or wanton misconduct or gross negligence.

6.10 IN NO EVENT SHALL PACIFIC BELL, ITS AFFILIATES, SUBSIDIARIES OR PARENT CORPORATION, (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) HAVE ANY LIABILITY WHATSOEVER TO OR THROUGH PAC-WEST FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED OR DONE HEREUNDER, EVEN IF PAC-WEST HAS BEEN OR HAS NOT BEEN, ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. COMMUNICATION AND NOTICES

Ordering and billing inquiries for the services described herein from Pacific Bell shall be directed to the Local Service Center (LSC). Ordering shall be done through the LSC using an Access Service Request (ASR).

8. CONFIDENTIALITY

8.1 Identification. Pacific Bell and Pac-West recognize and acknowledge that, in connection with the services to be provided hereunder, either may disclose to the other party proprietary or confidential customer, technical or business information in written graphic, oral or other tangible or intangible forms. In order for such information to be considered "Proprietary Information" under this Appendix, such information must be marked "Confidential" or "Proprietary" or bear a marking of similar import. Orally disclosed information shall be considered Proprietary Information only if contemporaneously identified as such and reduced to writing and delivered to the other party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.

8.2 Nondisclosure. Subject to paragraphs 3.3 through 8.8.6, the Party (the “Receiving Party”) that receives Proprietary Information from the other Party (the “Disclosing Party”) agrees:

8.2.1 that all Proprietary Information shall be and shall remain the exclusive property of the Disclosing Party.

8.2.2 To limit access to such Proprietary Information to authorized employees and other individuals who have a need to know the Proprietary Information in order to perform its obligations under this Appendix.

8.2.3 To keep such Proprietary Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Proprietary Information as it exercises in protecting its own Proprietary Information of a similar nature.

8.2.4 For a period of three (3) years following any disclosure, not to copy or publish or disclose such Proprietary Information to others or authorize anyone else to copy or publish or disclose such Proprietary Information to others without the prior written approval of the Disclosing Party.

8.2.5 To use such Proprietary Information only for purposes of performing its obligations under this Appendix and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

8.3 Required Disclosures. The Receiving Party agrees to give notice to the Disclosing Party of any demand to disclose or provide Proprietary Information of the Disclosing Party to another person, under lawful process, prior to disclosing or furnishing such Proprietary Information. Further, the Receiving Party agrees to reasonably cooperate if the Disclosing Party deems it necessary to seek protective arrangements. The Receiving Party may disclose or provide Proprietary Information of the Disclosing Party to meet the requirements of a court, regulatory body or government agency having jurisdiction over the Party; provided, however, that the Receiving Party shall notify the Disclosing Party so as to give the Disclosing Party a reasonable opportunity to object to such disclosure. The Disclosing Party may not unreasonably withhold approval of protective arrangements provided by any such court, regulatory body or government agency. Nothing herein requires either Party to support the position of any person or entity as to whether any particular Proprietary Information is proprietary under applicable law or this Section 8.

8.4 Exceptions. Notwithstanding anything to the contrary contained in this Appendix, the Proprietary Information described herein shall not be deemed confidential or proprietary and the Receiving Party shall have no obligation to prevent disclosure of such Proprietary Information if such Proprietary Information:

8.4.1 is already known to the Receiving Party;

8.4.2 is or becomes publicly known, through publication, inspection of the product, or otherwise, and through no wrongful act of the Receiving Party;

8.4.3 is received from a third party without similar restriction and without breach of this Section 8;

8.4.4 is independently developed, produced or generated by the Receiving Party;

8.4.5 is furnished to a third party by the Disclosing Party without a similar restriction on the third party's rights; or

8.4.6 is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization.

8.5 Permitted Uses. Pacific Bell shall be permitted to use Proprietary Information obtained through recording the volume of Pac-West Queries for the purposes of: (a) estimation of facilities usage for jurisdictional separations; (b) engineering and network planning of facilities; and (c) measurement for billing purposes.

8.6 Legal Requirements. Notwithstanding anything to the contrary contained in this Agreement, a Party's ability to disclose Proprietary Information or use disclosed Proprietary Information is subject all applicable statutes, decisions, and regulatory rules concerning the disclosure and use of such Proprietary Information which, by their express terms, mandate a different handling of such information.

9. MUTUALITY

To the extent that Pac-West stores its own Line Record information in a database other than Pacific Bell's, Pac-West will make such Information available to Pacific Bell and/or Nevada Bell through an industry standard technical interface and on terms and conditions set forth by tariff or by a separate agreement between Pacific Bell and/or Nevada Bell and the database provider. Pacific Bell and/or Nevada Bell agrees to negotiate in good faith to reach such an agreement. If Pacific Bell and/or Nevada Bell is unable or chooses not to enter into an agreement with such a database provider, Pac-West acknowledges that its own Line Record information will be unavailable to any customer, including Pac-West's own customers, served by Pacific Bell's and/or Nevada Bell's service platforms (e.g., Pacific Bell's and/or Nevada Bell's Operator Service Systems and Pacific Bell's and/or Nevada Bell's switches).

10. ATTACHED AND INCORPORATED HEREIN ARE:

Exhibit I — Basis of Compensation

Exhibit II — Specifications and Standards

APPENDIX LIDB PV

EXHIBIT I

BASIS OF COMPENSATION1. COMPENSATION:

Unless otherwise noted, all rates and charges contained in this section are applicable in all regulatory jurisdictions.

2. RATES AND CHARGES:Rate Per Query

2.1 Validation Query

2.1.1	Per	Query	See Pacific Bell's FCC Tariff No.
	-Calling Card	Count	128
	-Billed Number Screening		

2.1.2	Per	Query	Transport	See Pacific Bell's FCC Tariff No.
	-Calling Card	Count		128
	-Billed Number Screening			

2.2	CNAM Query	\$0.16

2.3	Service Establishment Charge	Nonrecurring Charge
		See Pacific Bell's FCC Tariff No.
		128

APPENDIX LIDB-PV

EXHIBIT II

SPECIFICATIONS AND STANDARDS

<u>Issuing Organization</u>	<u>Document Number</u>
Belcore	TR-NWT-000246
Belcore	TR-NWT-000271
Belcore	TR-TSV-000905
Belcore	TR-NWT-000954
Pacific Bell	780023-PB/NB
Nevada Bell	780023-PB/NB

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APPENDIX LIDB — AS

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APPENDIX LIDB

AGREEMENT FOR THE PROVISION OF UNBUNDLED DATA BASE ADMINISTRATION AND LINE INFORMATION DATA BASE (LIDB) STORAGE

1. DEFINITIONS

As used herein and for the purpose of this Appendix, the following terms shall have the meanings set forth below:

1.1 Alternate Billing Services (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number-billed calls.

1.2 Billed Number Screening (BNS) means a process that utilizes a database to determine specific characteristics and/or end user preferences with respect to a billed number.

1.3 Calling Card Service (CCS) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.

1.4 Calling Name Information means a Data Owner's Line Records of its subscribers' names.

1.5 Data Base means an integrated collection of related data. In the case of the LIDB, the data base is the Line Record and related line information.

1.6 Data Base Administration Center (DBAC) means a Pacific Bell location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

1.7 Data Owner means a telecommunications company, including Pacific Bell, that stores and administers its subscriber Line Record information in Pacific Bell's LIDB.

1.8 Group Record means Information in LIDB or OSMOP that is common to all Line Records in a NPA-NXX or NPA-0/1XX.

1.9 LIDB Editor means an SCP tool that provides emergency access to LIDB by bypassing the service management system for LIDB.

1.10 Line Information Data Base (LIDB) means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB contains records associated with subscriber Line Records and Special Billing Number Records. LIDB accepts queries from Common Channel Signaling (CCS) network

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elements and provides return result, return error, and return reject responses as appropriate. Examples of information that can be stored against a Line Record in LIDB are: ABS Validation Information, Originating Line Number Screening (OLNS) data, ZIP code data, and Calling Name Information.

1.11 Line Record - means information in LIDB or OSMOP that is specific to a single telephone number or special billing number.

1.12 Operator Services Marketing Order Processor (OSMOP) means an off-line administrative system used by Pacific Bell to add, delete, and change information in LIDB. For purposes of this Appendix, OSMOP is Pacific Bell's service management system (SMS) for LIDB.

1.13 Personal Identification Number (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. Data Owners store the PIN in LIDB for those line numbers that have an associated calling card.

1.14 Query means an SS7 TCAP message sent to a database requesting information.

1.15 Response means an SS7 TCAP message reply to a Query.

1.16 Toll Billing Exception (TBE) means a LIDB option that allows end users to restrict third number billing or collect calls to their lines.

1.17 Service Management System (SMS) means an off-line system used to access, create, modify, or update information in LIDB. For the purposes of this Appendix, the SMS for LIDB is OSMOP.

1.18 Sleuth means an off-line administration system that Pacific Bell uses to monitor suspected occurrences of ABS-related fraud. Sleuth uses a systematic pattern analysis of query message data to identify potential incidences requiring fraud investigation. Detection parameters are based upon vendor recommendations and Pacific Bell's analysis of collected data and are subject to change from time to time.

1.19 Special Billing Number (SBN) means a Line Record in LIDB that is based on an NPA-0/1XX-XXXX numbering format.

1.20 Translation Type means a code in the Signaling Connection Control Point (SCCP) of the SS7 signaling message. Translation Types are used for routing LIDB queries. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries against the same exchange and Translation Type are routed to the same LIDB.

1.21 Validation Information means a Data Owners' Line record of its subscribers' Calling Card Service and Toll Billing Exception Service.

2. GENERAL DESCRIPTION

2.1 Pacific Bell's LIDB is connected directly to a service management system (*i.e.*, OSMOP) and a database editor (*i.e.*, LIDB Editor). Each of these facilities, processes, or systems, provide Pacific Bell with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. Pacific Bell's LIDB is also connected directly to an adjunct fraud monitoring system (*i.e.*, Sleuth).

2.2 From time-to-time, Pacific Bell enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Pacific Bell will coordinate with Pac-West to provide Pac-West with the opportunity to update its data concurrent with Pacific Bell's updates of Pacific Bell's own data. Both parties understand and agree that some LIDB enhancements will require Pac-West to update its Line Records with new or different information.

3. SERVICE DESCRIPTION

3.1 OSMOP provides Pac-West with the capability to access, create, modify or update Pac-West's Line Record Information in LIDB when such records are associated with Pac-West's subscriber accounts that are provided only on Pac-West's own end office switch. OSMOP has two electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

3.1.1 Service Order Entry Interface

3.1.1.2 The Service Order Entry Interface provides Pac-West with unbundled access to Pacific Bell's OSMOP that is equivalent to Pacific Bell's own service order entry process to OSMOP. Service Order Entry Interface allows Pac-West to electronically transmit properly formatted records from Pac-West's service order process into OSMOP.

3.1.1.3 Pac-West's access to the Service Order Entry Interface will be through a remote access facility (RAF). The RAF will provide Pacific Bell with a security gateway for Pac-West access to the Service Order Entry Interface. The RAF will verify the validity of Pac-West's transmissions and limit Pac-West's access to Pacific Bell's Service Order Entry Interface to OSMOP. Pac-West does not gain access to any interface, database, operations support system, or other SMS through this Appendix.

3.1.1.4 Pacific Bell will provide Pac-West with the file transfer protocol specifications Pac-West will use to administer Pac-West's data over the Service Order Entry Interface. Pac-West acknowledges that transmission in such specified protocol is necessary for Pacific Bell to provide Pac-West with Data Base Administration and Storage.

3.1.1.5 Pac-West can choose the Service Order Entry Interface as its only interface to OSMOP and LIDB or Pac-West can choose to use this interface in conjunction with any other interface that Pacific Bell provides under this Appendix.

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3.1.1.6 Pacific Bell will provide Pac-West with Pacific Bell-specific documentation for properly formatting the records Pac-West will transmit over the Service Order Entry Interface.

3.1.1.7 Pac-West understands and agrees that its record access through the Service Order Entry Interface will be limited to its subscribers' Line Records.

3.1.2 Interactive Interface

3.1.2.1 The Interactive Interface provides Pac-West with unbundled access to Pacific Bell's OSMOP that is equivalent to Pacific Bell's access at its LIDB DBAC. Interactive Interface provides Pac-West with the ability to have its own personnel access Pac-West's records via an application screen that is presented on a computer monitor. Once Pac-West has accessed one of its Line Records, Pac-West can perform all of the data administration tasks Pacific Bell's LIDB DBAC personnel can perform on Pacific Bell's own Line Records.

3.1.2.2 Pacific Bell will provide Pac-West with Interactive Interface through a modem. Pac-West understands that its record access through the Interactive Interface will be limited to its subscribers' Line Records.

3.1.2.3 Pac-West's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide Pacific Bell with a security gateway for Pac-West access to the Interactive Interface. The RAF will verify the validity of Pac-West's transmissions and limit Pac-West's access to Pacific Bell's Interactive Interface to OSMOP. Pac-West does not gain access to any interface, database, operations support system, or other SMS through this Appendix.

3.1.2.4 Pac-West will use hardware and software that is compatible with OSMOP hardware and software.

3.1.2.5 Pac-West can choose to request the Interactive Interface as its only interface to OSMOP and LIDB or Pac-West can choose to use this interface in conjunction with any other interface that Pacific Bell provides under this Appendix.

3.1.2.6 Pacific Bell will provide Pac-West with Pacific Bell-specific documentation in the form of screen prints and prints of help screens.

3.1.3 LIDB Editor Interface

3.1.3.1 LIDB Editor Interface provides Pac-West with unbundled access to Pacific Bell's LIDB Editor that is equivalent to Pacific Bell's manner of access. LIDB Editor provides Pac-West with emergency access to LIDB only when OSMOP is unable to access LIDB or is otherwise inoperable.

3.1.3.2 LIDB Editor Interface is not an interface to OSMOP. LIDB Editor is an SCP tool accessible only by authorized Pacific Bell employees. Pac-West will have access to Pacific Bell employees authorized to access LIDB Editor during

the same times and under the same conditions that Pacific Bell has access to LIDB Editor.

3.1.3.3 Pac-West understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

3.1.4 LIDB Audits

3.1.4.1 This audit is between OSMOP and LIDB. This audit verifies that OSMOP records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in OSMOP and LIDB, regardless of data ownership.

3.1.4.2 Pacific Bell will run the LIDB audit on a daily basis.

3.1.4.3 Pacific Bell will create a "variance file" of all Pac-West records that fail the LIDB audit. Pac-West can access these files through the Interactive Interface.

3.1.4.4 Pac-West will investigate accounts that fail the LIDB audit and correct any discrepancies within fourteen (14) days after the discrepancy is placed in the variance file. Pac-West will correct all discrepancies using the OSMOP interface(s) Pac-West has requested under this Appendix.

3.1.5 Source Audit

3.1.5.1 The Source Audit is between OSMOP and Pacific Bell's billing system(s). This audit verifies that OSMOP records match Pacific Bell's billing system records that are the source of Pacific Bell's Line Record Information.

3.1.5.2 Pacific Bell will provide Pac-West with access equivalent to Pacific Bell's own access to the source system audit functionality. Pacific Bell will provide Pac-West with a file containing all of Pac-West's Line Records in LIDB. Pacific Bell will deliver such file(s) to Pac-West electronically. Pac-West can choose whether to receive such file(s) over an Interactive Interface or a Service Order Entry Interface.

3.1.5.3 Pac-West will audit its LIDB accounts against Pac-West's source database(s) and correct any discrepancies within fourteen (14) days from receipt of the audit file. Pac-West will correct all discrepancies using the OSMOP interface(s) Pac-West has requested under this Appendix.

3.1.5.4 Pacific Bell will provide Pac-West with scheduled and unscheduled billing system audits as set forth immediately below:

3.1.5.4.1 Pacific Bell will provide Pac-West with a source audit file twice per year. Such audit files will represent Pac-West's entire data store of Line Records in OSMOP. The Parties will mutually agree upon the dates such audit files will be provided.

3.1.5.4.2 Pac-West can request additional source audit files and Pacific Bell will work cooperatively to accommodate all reasonable Pac-West requests for such additional source audit files.

3.1.6 Sleuth

3.1.6.1 Sleuth notification provides Pac-West with Sleuth alert messages. Sleuth alert messages indicate potential incidences of ABS-related fraud for investigation.

3.1.6.2 Pacific Bell will provide Pac-West with Sleuth historical as set forth in Exhibit IV (Sleuth).

4. **MANNER OF PROVISIONING**

4.1 Pacific Bell will provide to Pac-West, on request, Pacific Bell-specific documentation regarding record formatting and associated hardware requirements for Pac-West to access each of the interfaces Pacific Bell provides for LIDB data administration.

4.2 Pac-West will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

4.3 Pacific Bell will input information provided by Pac-West into LIDB for the NPA-NXXs and/or NPA-0/1XXs set forth in Exhibit I, RECORDS TO BE ADMINISTERED, attached hereto and made a part hereof. Pac-West shall provide all information needed by Pacific Bell to support the services being requested. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information.

4.4 Pac-West will furnish, prior to the initial OSMOP load, and as requested by Pacific Bell thereafter, the following forecast data:

- the number of working lines per account group
- the number of working line numbers to be established
- the average number of monthly changes to these records
- the number of busy hour queries, by query type
- the number of annual queries by query type

4.5 If Pacific Bell, at its discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of Pac-West information, Pacific Bell

will notify Pac-West of its intent to not provide to Pac-West the Services under this Appendix and this Appendix will be void.

4.6 Pac-West will furnish all Line Records and Group Records in a format required by Pacific Bell to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

4.7 Pac-West acknowledges and agrees that Pacific Bell's LIDB is accessible by many telecommunications companies and that these telecommunications companies expect a high degree of accuracy in the response information provided to their queries. Pac-West will administer its data in such a manner that Pacific Bell's accuracy of response information is not adversely impacted.

4.8 Pacific Bell will provide the functionality needed to perform query/response functions on a call-by-call basis for the Line Records of Pac-West that reside in Pacific Bell's LIDB. Those query/response functions Pacific Bell will perform are set forth in the Exhibits.

4.9 With respect to all matters covered by this Appendix, each Party shall adopt and comply with Pacific Bell's standard operating methods and procedures and shall observe the rules and regulations that cover the administration of OSMOP service and the Sleuth System, as set forth in Pacific Bell practices. The Parties acknowledge that those practices may be changed by Pacific Bell from time to time.

4.10 Administration of the SCP on which LIDB resides, as well as any system or query processing logic that applies to all data resident on Pacific Bell's LIDB is, and remains, the responsibility of Pacific Bell. Pac-West acknowledges and agrees that Pacific Bell, in its role as system administrator, may need to access any record in LIDB, including any such records of Pac-West. Pacific Bell will limit such access to those actions necessary to ensure the successful operation and administration of Pacific Bell's SCP and LIDB.

4.11 Pac-West acknowledges that Pacific Bell will, in its sole discretion, allow or negotiate any access to Pacific Bell's LIDB. Pac-West does not gain any ability, by virtue of this Appendix, to determine which telecommunications companies are allowed to access information in Pacific Bell's LIDB. Pac-West acknowledges that when Pacific Bell allows a query originator to access Pacific Bell's data in Pacific Bell's LIDB, such query originators will also have access to Pac-West's data that is also stored in Pacific Bell's LIDB.

4.12 Pac-West acknowledges that Pacific Bell does not have data screening capability in LIDB. Data Screening is the ability of a LIDB owner to deny complete or partial access to LIDB data or processes.

5. BILLING

5.1 If Pacific Bell provides Pac-West with compensation for data access as set forth in paragraph 5.3, Pacific Bell will provide such data, as is reasonably necessary, to

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enable Pac-West to substantiate query volumes of Pac-West Line Records residing in Pacific Bell's LIDB. Pacific Bell and Pac-West will agree upon the format Pacific Bell will provide such information.

5.2 If Pac-West stores Validation Information in LIDB, Pac-West will bill the appropriate charges to end users, on behalf of third parties who query LIDB and receive a response verifying the end user's willingness to accept the charges for the underlying call.

5.3 Pac-West will provide to third parties, that query LIDB and receive a response verifying an end user's willingness to accept charges of services supported by LIDB, all necessary billing information needed by the third party to bill for the services provided.

5.4 Compensation for Data Access

5.4.1 Paragraphs 5.4.1.1 through 5.4.1.5 set forth the terms and conditions under which Pacific Bell offers a compensation package to Pac-West for access of Pac-West's data by Query Originators. Pacific Bell offers these terms and conditions as a package and Pacific Bell's agreement to pay Pac-West compensation for data access is contingent upon Pac-West's acceptance of the entire said package.

5.4.1.1 Pac-West agrees to pay the following rates, whether billed directly to Pac-West or through a billing aggregator, for its Query access to Pacific Bell's LIDB.

Validation Query	\$.021 per query
CNAM Query	\$.016 per query
OLNS Query	\$.012 per query
Query Transport	\$.0003 per query
(Query Transport applies to Validation and OLNS Query types)	

5.4.1.2 Pacific Bell will pay a commission to Pac-West for queries against Pac-West's data stored in Pacific Bell's LIDB as set forth following. The data stored is for Pac-West's subscribers' records administered by Pac-West under this Appendix. The commission for non-Pacific Bell Queries will be 40% of the rate Pacific Bell charges to the query originator. Commissions of Pacific Bell-originated Queries to Pac-West records will be paid at 40% of the rate charged to Pac-West as a query originator. Pacific Bell will pay the commission on a monthly basis as a credit on Pac-West's bill. The monthly settlement will include the number of Queries by Query type. Either party reserves the right to renegotiate the terms and conditions of the commission structure.

5.4.1.3 Until Pacific Bell has the technical ability to identify record ownership of all Line Records in LIDB, and until Pacific Bell has developed service order processes to provide compensation for access to Pac-West's data, Pacific Bell and Pac-West will agree upon a mutually agreeable method of compensation or true-up procedure.

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5.4.1.4 Pacific Bell will waive nonrecurring charges for the initial establishment of LIDB Services (e.g., Validation Query, CNAM Query, and OLNS Query). Subsequent requests for service will incur nonrecurring charges for the activity requested.

5.4.1.5 Pacific Bell will recover costs associated with storage and administration and fraud monitoring from the Query originators that access Pac-West's data in Pacific Bell's LIDB. Pacific Bell will not apply additional charges to Pac-West for data storage and administration, fraud monitoring, and reasonable report development.

6. LIABILITY

6.1 Pacific Bell will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of OSMOP, including any and all associated equipment and data processing systems, except such losses or damages caused by the sole negligence of Pacific Bell. Any losses or damages for which Pacific Bell is held liable under this Appendix shall in no event exceed the amount of charges made for OSMOP during the period beginning at the time Pacific Bell receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

6.2 Pacific Bell will not be liable for any losses or damages arising out of Pacific Bell's administration of Sleuth.

6.3 PACIFIC BELL SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

6.4 Pac-West agrees to release, indemnify, defend, and hold harmless Pacific Bell from any and all claims, demands, or suits brought by a third party against Pacific Bell, directly or indirectly, arising out of Pacific Bell's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which Pacific Bell is found liable as a result of its sole negligence.

7. DISCLAIMER OF WARRANTIES

7.1 PACIFIC BELL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO OSMOP SERVICE, LIDB OR THE SLEUTH SYSTEM. ADDITIONALLY, PACIFIC BELL ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY PAC-WEST WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

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RECORDS TO BE ADMINISTERED

[illegible]

APPENDIX LIDB-AS

EXHIBIT II

CALLING CARD AND BILLED NUMBER SCREENING VALIDATION

A. Pacific Bell will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the Line Records residing in Pacific Bell's LIDB to:

1. Validate a 14-digit billing number where the first 10 digits are a telephone number or a special billing number assigned and the last four digits (PIN) are a security code assignment.

2. Determine whether the billed line automatically rejects, accepts, or requires verification of certain calls billed as collect or third number.

3. Determine whether the billed line is a public telephone number using the Class of Service information in the LIDB.

B. Pac-West will bill the appropriate charges to end users, on behalf of third parties who query LIDB and receive a response validating the end user's willingness to accept the charges for the underlying call.

APPENDIX LIDB-AS

EXHIBIT III

SLEUTH

(A) Pacific Bell will provide Pac-West with an alert notification, by e-mail, or another mutually agreed upon format, when Pacific Bell's Sleuth system indicates the probability of a fraud incidence. Pacific Bell will use the same criteria to determine fraud alerts for Pac-West as Pacific Bell uses for its own accounts.

(B) Sleuth alert messages have four levels of priority. These levels are low, medium, high and urgent. Sleuth delivers alert messages to a queue in the Sleuth DBAC in priority order. Urgent alerts are prioritized first, followed by high, medium, and low alerts (in that order).

(C) Pacific Bell's Sleuth investigators can access alerts only in the order the alerts appear in the queue. Low alerts almost never see investigator treatment. However, when Sleuth encounters a number of low priority alerts on the same account, Sleuth may upgrade the alert's status to a higher priority status.

(D) When a Sleuth investigator determines that an urgent, high, or medium priority alert is for a Pac-West account, Pacific Bell will provide such alert to Pac-West via e-mail another mutually agreed upon method. Sleuth alerts only identify potential occurrences of fraud. Pac-West understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. Pac-West understands and agrees that it will also need to determine what, if any, action it should take as a result of a Sleuth alert.

(E) Pacific Bell's hours of operation for Sleuth are seven days a week, twenty-four hours per day (7X24). Pac-West will provide Pacific Bell with a contact name and fax number for Pacific Bell to fax alerts from Pacific Bell's Sleuth DBAC.

(F) Pacific Bell will provide Pac-West with a Sleuth contact name and number, including fax number, for Pac-West to contact the Sleuth DBAC.

(G) For each alert notification Pacific Bell provides to Pac-West, Pac-West may request a corresponding 30-day historical report of ABS-related query processing. Pac-West may request up to three reports per alert.

APPENDIX LIDB-AS**EXHIBIT IV****CNAM SERVICE QUERY SERVICE**

Calling Name records are limited to fifteen characters. Pac-West is responsible for providing all name truncations and/or abbreviations needed to limit a calling name to 15 characters. Pac-West is also responsible for ensuring that its calling name data does not contain obscenities in English or other languages.

Upon receipt of Calling Name data, in a format acceptable to Pacific Bell, Pacific Bell will provide the Query/Response functions, on a call-by-call basis, to identify the name associated with Pac-West's Line Records.

APPENDIX LIDB-AS

EXHIBIT V

Originating Line Number Screening (OLNS) Query

Upon receipt of the OLNS Line Record information, in a format acceptable to Pacific Bell, Pacific Bell will provide the functionality needed to perform, on a call-by-call basis, the Query/Response functions to identify the originating line screening requirements of Pac-West's Line Records.

Pac-West's OLNS data will comply with the definitions and record formats set forth in GR-1158-CORE and GR-446-CORE.

APPENDIX NIM

(Network Interconnection Methods)

This Agreement contains arbitrated language in accordance with Application 02-03-059. All arbitrated language is noted as italicized language.

APPENDIX NETWORK INTERCONNECTION METHODS (“NIM”)

Network Interconnection Architecture designates Network Interconnection Methods (“NIMs”) to be used by the Parties. These include: Fiber Meets; Virtual Collocation Interconnection; Physical Collocation Interconnection; leasing of PACIFIC facilities; and other methods as mutually agreed to by the Parties.

1. METHODS FOR INTERCONNECTION

Where the Parties interconnect, for the purpose of exchanging traffic between networks, the Parties may use the following interconnection methods for each Tandem and End Office identified in Appendix DCO making use of facilities they own or lease from a third party or PACIFIC:

1.1 Fiber Meet. The Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. The technical specifications will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet, as defined in Section 6.

1.2 Virtual Collocation. As set forth in Section 9 of this Appendix.

1.3 Physical Collocation. As set forth in Appendix PHYSICAL COLLOCATION which may be added to this Agreement by written amendment.

1.4 Leased Facility Interconnection (“LFI”). Where facilities exist, either Party may lease facilities from the other Party as defined in Section 11 of this Appendix.

1.5 Other Interconnection Methods. Other interconnection methods, as negotiated by the Parties, which interconnect Pac-West’s and PACIFIC’s networks for the transmission and routing of telephone exchange traffic, Switched Access traffic, or both; at any technically feasible point within PACIFIC’s network including:

1.5.1 the line-side of a local switch;

1.5.2 the trunk-side of a local switch;

1.5.3 the trunk interconnection points for a tandem switch;

1.5.4 central office cross-connect points;

1.5.5 out-of-band signaling transfer points necessary to exchange traffic at these points and access call related databases; and

1.5.6 the points of access to unbundled Network Elements;

shall be at a level of quality that is equal to that which PACIFIC provides itself, a subsidiary, an affiliate, or any other party.

2. PHYSICAL ARCHITECTURE

Using one or more of the Interconnection Methods described in Section 1 above, the Parties will agree on a physical architecture plan. This plan will be documented within Appendix DCO. Pac-West and PACIFIC agree to interconnect their networks through existing and/or new facilities between Pac-West End Offices and/or Access Tandem Switches and the corresponding PACIFIC End Office and/or Access Tandems set forth in Appendix DCO. The Parties will establish logical trunk groups referencing the appropriate Pac-West Central Office or Routing Point and PACIFIC Central Office. In addition, where necessary, and as mutually agreed to, the Parties will define facilities between their networks to permit trunk group(s) to be established between the points listed in Appendix DCO.

Nothing in the foregoing restricts either Party from ordering and establishing Pac-West/PACIFIC Local Interconnection Trunk Groups in addition to the initial combinations described above. Amendment to the Appendix DCO may be made by either Party, upon thirty (30) days written notice and acceptance by the other Party. Acceptance will not be unreasonably withheld. Such amendments may be made without the need to renegotiate the terms of the rest of this Agreement; however, such amendments will be effective upon filing with and approval by the Commission.

2.1 The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below and in Section 3. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning and forecasting meetings. The interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion Line Code or Superframe Format Framing. DS-3 facilities will be optioned for C-bit Parity.

2.1.1 When interconnecting at PACIFIC's tandem(s), the Parties agree to optionally establish Bipolar 8 Zero Substitution Extended Super Frame ("B8ZS ESF") two-way trunks, where technically feasible, for the sole purpose of transmitting 64K CCC data calls. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech". Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC's, Pac-West's, or PACIFIC's internal customer demand for 64K CCC trunks.

2.1.2 When interconnecting at PACIFIC's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

2.2 Mid-Point Meet. Using the Mid-Point Meet architecture, the Parties will agree upon a Point of Interconnection (“POI”). The POI functions as a demarcation point for each Party. Each Party is responsible to transport all trunking to its side of the POI utilizing any method of interconnection described in Section 1 above. Each Party is responsible for the appropriate sizing, method of interconnection, operation, and maintenance of the transport facility and trunking to the POI.

3. POINTS OF INTERCONNECTION

3.1 *A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.*

3.2 *Nothing in this Agreement requires a change to the POIs that exist on the Effective Date of this Agreement. PACIFIC may not assess Tandem Switching or transport charges on its side of the POI for local calls, but Pac-West must pay access charges in the form of transport and tandem switching, if applicable, to PACIFIC for carrying IntraLATA traffic for Pac-West – originated traffic which terminates outside of the local calling area where Pac-West’s POI is located: provided, however, the long – haul charges do not apply to any local calls originated and delivered by PACIFIC to an existing POI of Pac-West for termination by Pac-West to a Pac-West customer. For calls that are more than 16 miles, traditional access charges will apply.*

3.3 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The Parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between Pac-West and PACIFIC.

3.4 Either Party must provide thirty (30) days written notice to the other Party of any intent to change the physical architecture plan.

4. SUBSEQUENT INTERCONNECTION

If Pac-West decides to offer Telephone Exchange Services in any additional LATAs in which PACIFIC also offers Telephone Exchange Services, Pac-West shall provide written notice to PACIFIC of the need to establish Interconnection in such LATA pursuant to Section 2 of this Agreement.

5. RESPONSIBILITIES OF THE PARTIES

5.1 Pac-West and PACIFIC shall work cooperatively to install and maintain a reliable network. Pac-West and PACIFIC shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

5.2 Pac-West and PACIFIC agree to exchange such reports and/or data as provided in this Agreement to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than ten (10) business days written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited which shall be Stockton, California for Pac-West and San Francisco, California, for PACIFIC. Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described above. Such audits shall be requested within six (6) months of having received the Percent Line Usage (PLU) factor and usage reports from the other Party, and may not be requested more than twice per year.

5.3 Pac-West and PACIFIC will review engineering requirements on a semi-annual basis and establish forecasts for trunks and facilities utilization provided under this Appendix. New trunk groups will be reviewed and implemented as dictated by engineering requirements of either PACIFIC or Pac-West.

5.4 Pac-West and PACIFIC shall share responsibility for all Control Office functions for Local Interconnection Trunk Groups and Trunks, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

5.5 Pac-West is responsible for all Control Office functions for the Meet Point Trunk Groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

5.6 Pac-West and PACIFIC shall:

5.6.1 provide trained personnel with adequate and compatible test equipment to work with each other's technicians;

5.6.2 notify each other when there is any change affecting the service requested, including the due date;

5.6.3 coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed- upon acceptance test requirements, and are placed in service by the due date;

5.6.4 perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other;

5.6.5 advise each other's Control Office if there is an equipment failure that may affect the interconnection trunks;

5.6.6 provide each other with a trouble reporting number that is readily accessible and available 24 hours per day/7 days a week;

5.6.7 provide to each other test-line numbers and access to test lines, including a test-line number that returns answer supervision in each NPA-NXX opened by a Party;

5.6.8 provide their respective billing contact numbers to one another on a reciprocal basis; and

5.6.9 conduct cooperative testing for the proper recording of AMA records in each carrier switch(es) before establishing service.

6. FIBER MEETS

6.1 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate such interconnection as a single SONET transmission system for the purposes of terminating calls intended for a End User of one of the Parties, Transit Traffic, and jointly provided Exchange Access. The Parties agree to establish technical interface specifications for Fiber-Meet arrangements that permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. Each Party is responsible for designing, provisioning, ownership, and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal ("FOT"). Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's FOT. The technical specifications will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. The Parties will work cooperatively to achieve equipment compatibility. Requirements for such interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these specifications within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

6.2 PACIFIC shall, wholly at its own expense, procure, install, and maintain the agreed-upon Optical Line Terminating Multiplexer ("OLTM") equipment in each PACIFIC Wire Center where the Parties establish a Fiber Meet in capacity sufficient to provision and maintain all logical trunk groups prescribed by Appendix ITR, Sections 1 and 2. Pac-West shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in each Pac-West Wire Center where the Parties establish a Fiber Meet in capacity sufficient to provision and maintain all logical trunk groups prescribed by Appendix ITR, Sections 1 and 2.

6.3 PACIFIC shall designate a manhole or other suitable entry way immediately outside the Wire Center as a Fiber Meet entry point and shall make all necessary preparations to receive and to allow and enable Pac-West to deliver fiber optic facilities into that manhole with sufficient spare length of Optical Fire Resistant (OFR) cable to reach the OLTM equipment in PACIFIC's Wire Center. Pac-West shall deliver and maintain such strands wholly at its own expense.

6.4 Pac-West shall designate a manhole or other suitable entry way immediately outside Pac-West's Wire Center as a Fiber Meet entry point and shall make all necessary preparations to receive and to allow and enable PACIFIC to deliver fiber optic facilities into that manhole with the Pac-West providing sufficient spare length to reach the OLT equipment in Pac-West's Wire Center. PACIFIC shall deliver and maintain such strands wholly at its own expense.

7. AVOIDANCE OF OVER PROVISIONING

Underutilization is the inefficient deployment and use of the network due to forecasting a need for more capacity than actual usage requires and results in unnecessary costs for interconnection facilities. To avoid over provisioning, the Parties will agree to joint facility growth planning as detailed below.

8. JOINT FACILITY GROWTH PLANNING

The initial interconnection facility deployed for each interconnection shall be the smallest standard available, e.g., for SONET this is an OC-3 system. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

8.1 Criteria

8.1.1 Investment is to be minimized.

8.1.2 Facilities are to be deployed in a "just-in-time" fashion.

8.1.3 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

8.2 Processes

8.2.1 Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility ("DS-1s") is at 90% of capacity or at a mutually agreed upon percentage.

8.2.2 Both Parties will perform a joint validation to ensure interconnecting facilities have not been over provisioned. If any systems are over provisioned, they will be turned down as appropriate. If any interconnecting-facilities resizing lowers the fill level of the interconnecting facilities below 90%, the growth planning process will be rescheduled to a projected date when a 90% fill level will be achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

8.2.3 If based on the forecasted equivalent DS-1 growth the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date.

If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

8.2.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable based upon history, the next larger system may be deployed. In the case of a SONET system, the OC-3 system could be upgraded to an OC-12. If the forecast does not justify a move to the next larger system, another minimal size system (such as on OC-3) could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers and/or equipment.

8.2.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve “just-in-time” deployment.

8.2.6 The joint planning process/negotiations should be completed within two months of identification of 90% fill.

9. VIRTUAL COLLOCATION INTERCONNECTION

9.1 Subject to space availability and technical feasibility, PACIFIC will provide Virtual Collocation in accordance with the Act, the FCC rules promulgated thereunder (e.g., 47 C.F.R. § 51.323), and any Commission decision. Unless inconsistent with this Section 9, Virtual Collocation Interconnection will be provided as set forth in Pacific Bell’s interstate Virtual Collocation tariffs (Pacific Bell’s Tariff FCC No.128).

9.1.1 If Pac-West designates permitted telecommunications equipment for Virtual Collocation that is not set forth in Pacific Bell’s interstate tariff, the provisioning of such telecommunications equipment shall be handled in the same manner as is used by PACIFIC for provisioning non-tariffed equipment under its interstate Virtual Collocation tariffs; provided, however, that in no event shall PACIFIC be required to file any tariff, whether interstate or intrastate in jurisdiction. By way of example and not limitation, Pac-West would apply for, and PACIFIC would price, provide, and bill such telecommunications equipment as if under PACIFIC’s interstate virtual collocation tariff.

9.2 When providing Virtual Collocation, PACIFIC will, at a minimum, install, maintain, and repair Virtual Collocation equipment for Pac-West within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of PACIFIC.

9.3 PACIFIC will provide Virtual Collocation in “Eligible Structures”, as defined in Appendix PHYSICAL COLLOCATION, which may be added by written amendment to this Agreement and permit the Virtual Collocation of telecommunications equipment permitted by 47 U.S.C. § 251(c) (6), FCC rules promulgated thereunder (e.g., 47 C.F.R. § 51.323), and Commission decisions.

9.3.1 Notwithstanding any other provision hereof, PACIFIC is under no obligation to provide and shall not provide Virtual Collocation for any

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equipment that, by its nature or due to its characteristics and methods of operation, interferes with or impairs service over PACIFIC's network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity; creates hazards for or cause damage to those networks, equipment, or facilities, the Premises, or the Eligible Structure; impairs the privacy of any communications carried in, from, or through the Eligible Structure; or creates hazards or cause physical harm to any person, entity, or the public. The terms "Premises" and "Eligible Structure" are as defined in Appendix PHYSICAL COLLOCATION which may be added by written amendment to this Agreement.

9.4 Unless otherwise agreed to by PACIFIC or required by law, the telecommunications equipment that is permitted in any Eligible Structure for Virtual Collocation is limited to the same or substantially similar telecommunications equipment (determined with reference to power and environmental requirements and conditions) that PACIFIC already places in that particular Eligible Structure (determined on an Eligible Structure-by-Eligible Structure basis, and not by class of Eligible Structures). To the extent that permitted Virtual Collocation equipment is not the same or substantially similar, the preparation of the Eligible Structure (e.g., power, environmental) for the Virtual Collocation equipment will be charged to Pac-West on an ICB basis.

9.5 Unless otherwise agreed to by PACIFIC or required by law, all Virtual Collocation equipment shall comply with Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE) and any successor document(s), including as such may be modified at any time and from time to time and such modifications are adopted and followed by PACIFIC, and then where and how adopted and followed by PACIFIC ("NEBS Standards"). To the extent that permitted Virtual Collocation equipment does not meet the NEBS Standards, the preparation of the Eligible Structure for placement of such non-compliant Virtual Collocation equipment (e.g., firewall construction), if any, will be charged to Pac-West on an ICB basis.

9.6 Virtual Collocation provided hereunder is made available subject to and in accordance with:

9.6.1 Pacific Bell's Technical Publication for Expanded Interconnection with Pacific Bell Telephone Company – Virtual Collocation & SBI dated October, 1995, and any successor document(s), as may be modified from time to time as set forth below ("Virtual Collocation Technical Publication"). PACIFIC concurs in the Virtual Collocation Technical Publication (ignoring any provisions that are applicable only to SONET-Based Interconnection) and adopts it as its own and, therefore, for purposes of this Appendix, any reference therein to Pacific Bell Telephone Company shall be deemed to refer to PACIFIC only.

9.6.2 any statutory and/or regulatory requirements in effect at the time of the submission of the Virtual Collocation application or subsequently become effective and then when effective.

Pac-West shall strictly observe and abide by each.

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9.7 The Virtual Collocation Technical Publication is attached hereto and, along with the NEBS Standards, are incorporated herein by this reference. Pac-West may obtain a copy of the NEBS Standards by contacting Bell Communications Research, Inc. at 1-800-421-2674.

9.8 If the Virtual Collocation Technical Publication is modified from the attached, the following shall apply:

9.8.1 If a modification is made after the date on which Pac-West has or orders a Virtual Collocation arrangement, PACIFIC shall provide Pac-West with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Agreement thirty (30) days after such amendment is released by PACIFIC, except for those specific amendments to which Pac-West objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Agreement. If neither Party invokes those procedures, the modification is deemed effective and applicable.

9.8.2 If a modification is made after this Appendix becomes part of an effective "Statement of Terms and Conditions" or similar document for PACIFIC (and the modification has not been included in a change to that "Statement" or this Appendix), and before Pac-West's initial virtual collocation arrangement, then PACIFIC will provide Pac-West with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of Pac-West's virtual collocation application. Any Pac-West objection to those modifications must be received by PACIFIC by the thirtieth (30th) day after receipt by Pac-West. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 9.8.1 shall apply.

9.8.3 Notwithstanding Sections 9.8.1 and/or 9.8.2, any modification made to address situations potentially harmful to PACIFIC's or another's network, equipment, or facilities, the Eligible Structure, the Premises, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. PACIFIC will immediately notify Pac-West of any such modification.

9.9 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Virtual Collocation Technical Publication or the NEBS Standards (including any modification to any of them that can be objected to under this Section 9.8, regardless of whether Pac-West objected to such modification pursuant to Section 9.8). Notwithstanding the immediately preceding, modifications that are governed by Section 9.8.3 shall apply regardless of any conflict or inconsistency with any other term or condition governing a Virtual Collocation arrangement unless contrary to law.

10. PHYSICAL COLLOCATION INTERCONNECTION

PACIFIC will provide Physical collocation in accordance with the Act, the FCC rules promulgated thereunder (e.g., 47 C.F.R. § 51.323), any Commission decision and subject to Appendix PHYSICAL COLLOCATION which may be added by written Amendment to this Agreement.

11. LEASING OF PACIFIC'S FACILITIES

11.1 Pac-West's leasing of PACIFIC's facilities for purposes of Appendix ITR, Sections 1 and 2: Network Interconnection Architecture will be subject to the mutual agreement of the Parties.

11.2 Pac-West's leasing of PACIFIC's facilities for purposes of Section 1 Network Interconnection Methods, will be subject to the mutual agreement of the Parties.

11.3 Pac-West will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and muxing required and provide quantities requested. Requests for leasing of PACIFIC's facilities for the purposes of interconnection and any future augmentations are subject to facility availability at the time of the request.

11.4 Any request by the Pac-West for leased facilities where facilities, equipment, or riser cable do not exist will be considered, and PACIFIC may agree to provide under a Leased Facilities Bona Fide Request ("BFR") Process as defined below:

11.4.1 A Leased Facilities BFR will be submitted by Pac-West in writing and will include a description of the facilities needed including the quantity, size (DS-3 or DS-1), A- and Z-end of the facilities, equipment and muxing requirements, and date needed.

11.4.2 Pac-West may cancel a Leased Facilities BFR at any time, but will pay PACIFIC any reasonable and demonstrable costs of processing and/or implementing the Leased Facilities BFR up to the date of cancellation.

11.4.3 Within ten (10) business days of its receipt, PACIFIC will acknowledge receipt of the Leased Facilities BFR.

11.4.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a Leased Facilities BFR, PACIFIC will provide to Pac-West a written response to the request. The response will confirm whether PACIFIC will offer the leased facilities or not. If PACIFIC determines it will offer the leased facilities, PACIFIC will provide the Pac-West a Leased Facilities BFR quote which will include the applicable recurring and non recurring rates and installation intervals.

11.4.5 Within sixty-five (65) calendar days of its receipt of the Leased Facilities BFR quote, Pac-West must confirm its order. If not confirmed within sixty-five (65)

calendar days, PACIFIC reserves the right to modify or withdraw its Leased Facilities BFR quote.

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APPENDIX NUMBER PORTABILITY

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APPENDIX NP**(NUMBER PORTABILITY)****1. INTRODUCTION**

1.1 This Appendix sets forth terms and conditions for Number Portability provided by PACIFIC and Pac-West.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, PACIFIC means an ILEC doing business in California.

1.4 The prices at which PACIFIC agrees to provide Pac-West with Numbering Portability are contained in the applicable FCC tariff.

2. PERMANENT NUMBER PORTABILITY (PNP)

2.1 General Terms and Conditions. The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (*i.e.*, First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.2 Service Provided.

2.2.1 PACIFIC provides Pac-West's use of its PNP database via the Service Provider Number Portability (SPNP) Database Query. Pac-West's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. PACIFIC's PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

2.2.2 PACIFIC will provide Pac-West the use of its PNP database, PNP software, and SS7 network via the SPNP Query.

2.2.3 The Parties shall:

2.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

2.3 Obligations of PACIFIC

2.3.1 PACIFIC has deployed LRN in all of its switches.

2.3.2 PACIFIC may cancel any line-based calling cards associated with telephone numbers ported from their switch.

2.4 Obligations of Pac-West

2.4.1 When purchasing the SPNP Database Query, Pac-West will access PACIFIC's facilities via an SS7 link: PACIFIC – Section 6 of FCC No. 128 Access Service tariff.

2.4.2 When purchasing the SPNP Query — Prearranged, Pac-West will advise PACIFIC of the entry point(s) of queries to the PACIFIC network and provide a query forecast for each entry point.

2.4.3 Pac-West is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.4.5 When Pac-West requests that an NXX in an LRN capable PACIFIC switch become portable, Pac-West shall follow the industry standard LERG procedure.

2.4.6 Pac-West shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

2.4.7 Pac-West shall adhere to PACIFIC's Local Service Request (LSR) format and PNP due date intervals.

2.4.8 Pac-West shall adhere to PACIFIC's reserved number terms and conditions as required by the FCC and Commission rules related to reserved numbers.

2.5 Obligations of Both Parties

2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

2.5.2 Each party has the right to block a default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

2.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

2.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported only within PACIFIC toll rate centers as approved by State Commissions.

2.6.2 Telephone numbers in the following PACIFIC NXXs shall not be ported:
(i) wireless NXXs until the FCC mandates that those NXXs be portable; and
(ii) PACIFIC Official Communications Services (OCS) NXXs.

2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

2.7 Service Descriptions

2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

2.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

2.7.6 If Pac-West chooses not to fulfill its N-1 carrier responsibility, PACIFIC will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.

2.7.7 CLEC shall be responsible for payment of charges to PACIFIC for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.

2.7.8 Pac-West shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

2.8.1 The price of PNP queries shall be the same as those in PACIFIC – Section 13 of the FCC No. 128 Access Services Tariff

2.8.2 Pac-West agrees not to charge PACIFIC or PACIFIC End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the Pac-West to recover the costs associated with LNP.

3. **MASS CALLING CODES**

3.1 General Terms and Conditions

3.1.1 Mass calling codes, *i.e.*, choke/HVCI NXXs, are used in a network serving arrangement provided by PACIFIC in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

3.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, PACIFIC will provide mass calling code portability using a non-LRN solution.

3.2 Service Provided

3.2.1 PACIFIC will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the PACIFIC mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the PACIFIC mass calling tandem. The mass calling tandem will then route the calls over dedicated MF trunks to the PACIFIC choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

3.2.2 When a Pac-West requests that a PACIFIC number with a mass calling NXX code be ported to its network, PACIFIC will build translations at the CSO to route the incoming calls to a Pac-West provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the Pac-West central office.

3.3 Obligations of PACIFIC

3.3.1 PACIFIC will port its numbers with mass calling NXXs upon request by the Pac-West. Non-LRN porting will be done via pseudo code or route index translation in the PACIFIC CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

3.3.2 PACIFIC will not charge Pac-West for the use of its choke network by Pac-West's mass calling customer. In exchange, PACIFIC shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

3.4 Obligations of Pac-West

3.4.1 Pac-West shall agree to adhere to PACIFIC LSR format and mass calling due date intervals.

3.4.2 Pac-West shall provide the facility and DID trunk group from the PACIFIC CSO to Pac-West's serving office. Pac-West shall size this one-way MF trunk group.

3.4.3 Pac-West shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

3.5 Pac-West Mass Calling Codes

3.5.1 Should Pac-West assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), Pac-West shall home its CSO(s) on a

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PACIFIC mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from PACIFIC's tandem and/or SBC-AMERITECH mass calling hub to the Pac-West. In order to allow the Parties time to order and install such mass calling trunks, Pac-West shall provide PACIFIC notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

3.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where PACIFIC and Pac-West both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

3.6 Limitations of Service

3.6.1 Pac-West shall adhere to PACIFIC's reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

4. **PROVISION OF PNP BY Pac-West TO PACIFIC**

4.1 Pac-West shall provide PNP to PACIFIC under no less favorable terms and conditions as when PACIFIC provides such services to Pac-West.

5. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms, and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service, and network element provided hereunder: definitions, interpretation, construction, and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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APPENDIX OSS-RESALE & UNE

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APPENDIX OSS

ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS

1. GENERAL CONDITIONS

1.1 This Appendix sets forth the terms and conditions under which PACIFIC provides nondiscriminatory access to PACIFIC'S operations support systems (OSS) "functions" to Pac-West for pre-ordering, ordering, provisioning, maintenance / repair, and billing. PACIFIC has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

1.2 Resale and Unbundled Network Elements (UNE) functions, will be accessible via electronic interface, as described herein, where such functions are available. Manual access is available for all pre-ordering, ordering, provisioning, and billing functions via the Local Service Center (LSC). Repair and maintenance functions are available in a manual mode through the Local Operations Center (LOC).

1.3 Pac-West agrees to utilize PACIFIC electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale services or UNEs through PACIFIC. In addition, Pac-West agrees that such use will comply with a summary SBC'S security practice, Operating Practice 113, as attached to the User ID request form. . Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality.

1.4 Pac-West's access to pre-order functions described in 2.2.2 and 2.3.2 will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's end-user where Pac-West has obtained an authorization for release of CPNI from the end user and has obtained an authorization to become the end user's local service provider. The authorization for release of CPNI must substantially reflect the following:

1.4.1 "This written consent serves as instruction to all holders of my local exchange telecommunications Customer Proprietary Network Information (CPNI) and account identification information to provide such information to the undersigned. Specifically, I authorize disclosure of my account billing name, billing address, and directory listing information, and CPNI, including, service address, service and feature subscription, long distance carrier identity, and all pending service order activity. This Authorization remains in effect until such time that I revoke it directly or appoint another individual/company with such capacity or undersigned receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void."

Or

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1.4.2 Authorization for change in local exchange service and release of CPNI with documentation that adheres to all requirements of state and federal law, as applicable.

1.4.3 With respect to authorization for release of CPNI for residence service end users, Pac-West shall obtain such authorization in writing, shall retain such written authorization for 24 months, and shall make such written authorization available to PACIFIC upon request.

1.5 By utilizing electronic interfaces to access OSS functions, Pac-West agrees to perform accurate and correct ordering as it relates to the application of Resale rates and charges where they are subject to the terms of this Agreement and applicable PACIFIC tariffs, and Pac-West agrees to perform accurate and correct ordering as it relates to PACIFIC UNE rates and charges per the terms of this Agreement. All exception handling must be requested manually from the LSC.

1.6 In areas where Resale and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, PACIFIC and Pac-West will use manual processes. Should PACIFIC develop electronic interfaces for these functions for itself, PACIFIC will make electronic access available to Pac-West.

1.7 The Information Services (I.S.) Call Center provides a technical support function for electronic interfaces. Pac-West will also provide a single point of contact for technical issues related to the electronic interfaces.

1.8 PACIFIC and Pac-West will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services, and UNE.

1.9 PACIFIC reserves the right to modify or discontinue the use of any system or interface as it deems appropriate. Provided however,

1.9.1 PACIFIC shall provide Pac-West with at least 90 days prior written notice of any planned discontinuance and provide Pac-West with a functionally equivalent interface to access the OSS functions for any system or interface that is discontinued. Upon Pac-West request, PACIFIC shall also provide a reasonable transition period.

1.9.2 PACIFIC shall provide Pac-West with reasonable prior written notice of any significant system modifications.

1.10 If Pac-West elects to utilize electronic interfaces based upon industry guidelines for Resale or UNE, PACIFIC and Pac-West agree to participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that PACIFIC may deploy these interfaces with requirements developed in advance of industry guidelines. Thus,

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subsequent modifications may be necessary to comply with emerging guidelines. Pac-West and PACIFIC are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, PACIFIC has the right to define LSR Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

1.11 Due to enhancements and on-going development of access to the functionalities of PACIFIC'S OSS, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. In compliance with section 1.9 of this Appendix, PACIFIC agrees that interfaces phased out will be accompanied with proper notice. For those interfaces that are not available at time of execution, but which will become available after signature of this Appendix, PACIFIC will provide Pac-West notice of when such interfaces will be available.

1.12 Pac-West is responsible for obtaining operating system software and hardware to access OSS functions as specified in the document "Requirements for Access to Pacific Bell OSS Functions."

2. PRE-ORDER

2.1 PACIFIC will provide real time access to pre-order functions to support Pac-West ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to Pac-West so that Pac-West order requests may be created to comply with PACIFIC ordering requirements.

2.2 Pre-ordering functions for Resale services include:

2.2.1 features and services available at a valid service address (as applicable);

2.2.2 access to PACIFIC retail or resold customer proprietary network information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity (Pac-West agrees that Pac-West's representatives will not access the information specified in this subsection until after the customer requests that his or her local exchange service provider be changed to Pac-West and customer authorization for release of CPNI has been obtained which complies with conditions as described in section 1.4 of this Appendix.);

2.2.3 a telephone number (if the customer does not have one assigned) with the customer on-line;

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2.2.4 service availability dates to the customer;

2.2.5 information regarding whether dispatch is required;

2.2.6 Primary Interexchange Carrier (PIC) options for intraLATA toll (when available) and interLATA toll;

2.2.7 service address verification.

2.3 Pre-ordering functions for UNE include:

2.3.1 features available at an end office for a valid service address (as applicable);

2.3.2 access to PACIFIC retail or resold customer proprietary network information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity (Pac-West agrees that Pac-West's representatives will not access the information specified in this subsection until after the customer requests that his or her local exchange service provider be changed to Pac-West and customer authorization for release of CPNI has been obtained which complies with conditions as described in section 1.4 of this Appendix.);

2.3.3 telephone number assignment (if the customer does not have one assigned) with the customer on-line;

2.3.4 Primary Interexchange Carrier options for intraLATA toll (when available) and interLATA toll;

2.3.5 service address verification.

2.4 Electronic Access to Pre-Order Functions: PACIFIC will provide Pac-West access to one or more of the following systems:

2.4.1 Resale Services Pre-order System Availability:

2.4.1.1 Service Order Retrieval and Distribution (SORD) will be available for the pre-order function of viewing the CPNI, when SORD is used to order PACIFIC resale service.

2.4.1.2 StarWriter will be available for the pre-ordering functions listed in section 2.2 when StarWriter is used to order PACIFIC single line, basic exchange, residential resale services.

2.4.2 Resale and UNE Pre-order System Availability:

2.4.2.1 DataGate is a transaction-based data query system through which PACIFIC will provide Pac-West access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will allow Pac-West to access the pre-order functions for Resale services and UNE by Pac-West developing its own end-user interface. PACIFIC and Pac-West agree to cooperate in developing and implementing an electronic communication interface that will be consistent with industry guidelines developed by the OBF and the TCIF, assuming they are different from that which PACIFIC is providing.

2.4.2.2 Verigate is an end-user interface developed by PACIFIC that provides access to the pre-ordering functions for Resale Services and UNE. Verigate may be used in connection with electronic or manual ordering. Verigate will be accessible via Toolbar.

2.4.2.3 CLEO is a PACIFIC system which is available to provide the Pac-West with pre-order functions for Resale Service and UNE, with the exception of viewing CPNI. CLEO will be replaced by Verigate.

2.5 Other Pre-order Function Availability:

2.5.1 Where pre-ordering functions are not available electronically Pac-West will manually request this information from PACIFIC'S LSC for inclusion on the service order request.

3. ORDERING/PROVISIONING

3.1 PACIFIC provides real time access to ordering functions (as measured from the time PACIFIC receives accurate service requests from the interface) to support Pac-West provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, Pac-West will format the service request to identify what features, services, or elements it wishes PACIFIC to provision in accordance with PACIFIC ordering requirements. PACIFIC will provide Pac-West access to one or more of the following systems or interfaces:

3.2 Resale Services Order Request System Availability:

3.2.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale Services.

3.2.2 When available, Service Order Retrieval and Distribution (SORD) system will support the ordering of all Resale Services.

3.2.3 When available, StarWriter will support the order generation of single line, basic exchange, residential resale services.

3.3 Resale and UNE Service Order Request Ordering System Availability:

3.3.1 PACIFIC makes available to Pac-West an Electronic Data Interchange (EDI) interface for transmission of PACIFIC ordering requirements via formats provided on the Local Service Request (LSR) as defined by the Ordering and Billing Forum (OBF) and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, Pac-West and PACIFIC will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon PACIFIC'S Resale ordering requirements. In ordering and provisioning UNE, Pac-West and PACIFIC will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon PACIFIC'S UNE ordering requirements. In addition, Interim Number Portability will be ordered consistent with the OBF LSR and EDI process. EDI ordering functionality will be made available as negotiated in time frames mutually acceptable to PACIFIC and Pac-West.

3.3.2 CESAR supports the ordering of unbundled dedicated transport and local interconnection trunks. In ordering and provisioning unbundled dedicated transport and local interconnection trunks, Pac-West and PACIFIC will utilize industry guidelines developed by OBF based upon PACIFIC ordering requirements.

3.3.3 When available, LSR Exchange (LEX) is a graphical user interface provided by PACIFIC that will provide access to the ordering functions for Resale Services and UNE.

3.4 Provisioning for Resale services and UNE: PACIFIC will provision Resale Services and UNE as detailed in Pac-West order requests. Access to status on such orders will be provided via the following electronic interfaces:

3.4.1 When available, Pacific Bell Order Dispatch (PBOD) functions via DataGate will allow Pac-West to check status of basic exchange service orders that require field work.

3.4.2 In cases of EDI ordering, PACIFIC will provide Pac-West with an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. PACIFIC will provide Pac-West with a FOC for each Resale and UNE service request. The FOC will include: purchase order number, telephone number, Local Service Request number, due date, Service Order number, and completion date. Upon work completion, PACIFIC will provide Pac-West with an 855 EDI transaction-based Order Completion that states when that order was completed. Pac-West may submit supplement requests via the 860 EDI transaction, and, where available, PACIFIC will provide Pac-West an 865 EDI transaction-based Completion notice.

4. MAINTENANCE/REPAIR

4.1 Two real time electronic interfaces are accessible to place, and check the status of trouble reports for both Resale and UNE. Upon request, Pac-West may access these functions via the following methods:

4.1.1 Pacific Bell Service Manager (PBSM) allows Pac-Wests to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

4.1.2 Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. This EBI conforms to ANSI guidelines T1.227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by Pac-West and PACIFIC. Functions currently implemented will include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. Pac-West and PACIFIC will exchange requests over a mutually agreeable X.25-based network.

5. BILLING

5.1 PACIFIC shall bill Pac-West for resold services and UNE. PACIFIC shall send associated billing information to Pac-West as necessary to allow Pac-West to perform billing functions. At minimum PACIFIC will provide Pac-West billing information in a paper format or via magnetic tape, as agreed to between Pac-West and PACIFIC.

5.2 Electronic access to billing information for Resale Services will also be available via the following interfaces:

5.2.1 Pac-West may receive a mechanized bill format via the EDI 811 transaction set.

5.2.2 PACIFIC shall provide Pac-Wests a Usage Extract Feed electronically, on a daily basis, with information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Record (EMR) format.

5.2.3 Pac-West may receive Local Disconnect Report records (via CARE records) electronically that indicate when Pac-West's customers change their Competitive Local Exchange Carrier.

5.3 Electronic access to billing information for UNE will also be available the following interfaces:

5.3.1 PACIFIC makes available to Pac-Wests a local Bill Data Tape to receive data in an electronic format from its CABS database, the same information that would appear on its paper bill.

5.3.2 C shall provide Pac-Wests a Usage Extract Feed electronically, on a daily basis, with information on the usage billed to its accounts for UNE in the industry standardized Exchange Message Record (EMR) format.

5.3.3 Pac-West may receive Local Disconnect Report records (via CARE records) electronically that indicate when Pac-West's customers, utilizing PACIFIC ports, change their Competitive Local Exchange Carrier.

6. REMOTE ACCESS FACILITY

6.1 Pac-West must access the PACIFIC OSS interfaces via the Pacific Remote Access Facility (PRAF). Connection to the PRAF will be established via a "port" either through dial-up or direct connection. Pac-West may utilize a single port to access these interfaces to perform the supported functions in PACIFIC where Pac-West has executed an Appendix OSS and purchases System Access.

7. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/ PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

7.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with PACIFIC requirements and implementation scheduling.

7.2 Prior to live system usage, Pac-West must complete user education classes for PACIFIC-provided interfaces that affect the PACIFIC network. Classes are train-the-trainer format to enable Pac-West to devise its own course work for its own employees. Charges will apply for each class. Classes will be available for and required for PBSM, CESAR, LEX, StarWriter, and SORD. Optional classes will be available for Verigate and CLEO. Schedules will be made available upon request and are subject to change. The length of classes vary; the following table presents the applicable rates. Ongoing class schedules may be requested from Pac-West's account manager.

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

7.3 A separate agreement will be required as a commitment to pay for a specific number of Pac-West students in each class. Pac-West agrees that charges will be billed by PACIFIC and Pac-West payment is due 30 days later. Pac-West agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the Pac-West has not contracted. Class availability is first-come, first served with priority given to Pac-Wests who have not yet attended the specific class.

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7.4 Class dates will be based upon PACIFIC availability and will be coordinated between Pac-West, Account Manager and Product Management.

7.5 Pac-West agrees to pay cancellation fee of the full price noted in the separate agreement if Pac-West cancels scheduled classes less than two weeks prior to the scheduled start date. Pac-West agrees to provide to PACIFIC completed registration forms for each student no later than one week prior to the scheduled training class.

7.6 Pac-West agrees that Pac-West personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other PACIFIC or SBC system are strictly prohibited.

7.7 Pac-West further agrees that training material, manuals, and instructor guides can be duplicated only for use internally for the purpose of training employees to utilize capabilities of PACIFIC's OSSs in accordance with this Appendix.

8. RATES

8.1 For access to OSS functions Pac-West will pay PACIFIC the OSS rate(s) set forth in California Public Utilities Commission's first rulemaking in the Open Access and Network Architecture Development (OANAD) proceeding. Should an OSS rate(s) not be established in OANAD by September 30, 1998, Pac-West will pay Pacific the OSS rate(s) Pacific proposes in OANAD. Such rates paid will be subject to true-up should the final outcome of OANAD establish a different rate. This rate waiver is solely for access to OSS functions, and not applicable to any other product, unless expressly documented in this Agreement. Neither party waives its rights pursuant to OSS or any other product in the OANAD proceeding, nor rights in any other product cost proceeding.

9. EFFECTIVE DATE

Whereas Pac-West is currently operational under an existing, approved Interconnection Agreement, this Appendix OSS will be effective, pending Commission approval, 10 days after it is filed with the state commission. Alternatively, this Appendix will be effective upon approval by the state commission when it is approved as a part of the Interconnection Agreement.

APPENDIX PHYSICAL COLLOCATION

(Intentionally Omitted)

This Agreement contains arbitrated language in accordance with Application 02-03-059. All arbitrated language is noted as italicized language.

APPENDIX PERFORMANCE MEASUREMENTS

This Agreement contains arbitrated language in accordance with Application 02-03-059. All arbitrated language is noted as italicized language.

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, Pacific Bell Telephone Company, The Ohio Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.2 As used herein, PACIFIC means the applicable above listed ILEC doing business in California.

1.3 As used herein, the term “Service Bureau Provider” means a company which has been engaged by Pac-West to act on behalf of the Pac-West for purposes of accessing SBC-owned ILEC’s OSS application-to-application interfaces.

1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify, or otherwise affect parties’ rights and obligations. The parties’ rights and obligations to access are defined in the relevant laws, FCC and Commission decisions/regulations, tariffs, and within this Agreement. Nothing in this Appendix shall limit Pac-West’s ability to seek damages or any other remedies for performance failures by Pacific.

1.5 Except as otherwise provided herein, the service performance measures ordered by the Commission, including any subsequent Commission-ordered additions, modifications, and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties. The terms and conditions of the performance measurements plan as documented in the Joint Partial Settlement Agreement (“JPSA”) and modifications thereto, and the terms and conditions of the performance incentives plan and modifications thereto adopted by the Commission in R.97-10-016/I.97-10-017 Decision # 02-03-023 shall be incorporated by reference into this document as of the effective date of said decision and shall remain in effect unless and until modified pursuant to Section 30.18 of the General Terms and Conditions of this Agreement in accordance with a final appeal of such decision. Any conflict between any terms contained in this document and the Commission’s decision adopting performance incentives shall be resolved in favor of the Commission’s decision.

1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the Commission, to which the Parties to this Agreement have agreed to be bound, PACIFIC shall not be obligated to pay assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the Pac-West for connection to SBC-owned ILEC’s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

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APPENDIX RECIPROCAL COMPENSATION

(AFTER FCC ORDER NO. 01-131)

This Agreement contains arbitrated language in accordance with Application 02-03-059. All arbitrated language is noted as italicized language.

APPENDIX RECIPROCAL COMPENSATION

1. APPENDIX SCOPE

1.1 This Appendix sets forth the terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between PACIFIC and Pac-West, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the Commission.

1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services, i.e.: to IXC customers of switched access service, shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.

1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.

1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.

1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

1.6 The Parties agree that this Appendix governs the exchange, routing and rating of all intercarrier traffic to Internet Service Providers (ISPs) and other Internet-bound traffic between PACIFIC and Pac-West in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the Federal Communications Commission's (FCC's) Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Compensation Order") and the Federal Telecommunications Act of 1996. In the event that the ISP Compensation Order is vacated, overturned, or otherwise becomes no longer legally effective, as of that date, the terms "ISPs" and "Internet" shall be as defined by the Commission.

2. PACIFIC DESIGNATIONS

2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2.2 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.3 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.4 PACIFIC - As used herein, PACIFIC means the applicable above listed ILEC doing business in California.

3. CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between Pac-West and PACIFIC will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on definition of Local toll and transit Calls by the California Public Utilities Commission ("CPUC" or "Commission").

3.2 *For purposes of this Appendix, until such time that PACIFIC may choose to invoke the FCC's ISP pricing plan as ordered in FCC 01-131, the Parties agree that Local Calls, and locally dialed ISP Calls, will be compensated at the same rates and rate structures, so long as the NPA-NXX of the originating end user of one Party and the NPA-NXX of the terminating end user of the other Party are:*

a. both assigned to the same PACIFIC Local Exchange Area as defined by the PACIFIC Local (or "General") Exchange Tariff on file with the CPUC; or

b. both assigned to neighboring PACIFIC Local Exchange Areas, or within an PACIFIC exchange and an Independent LEC exchange, that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own retail local calling area(s) for purposes of its provision of telecommunications services to its end users.

3.4 *When an End User served by one Party originates a Local Call to an End User served by the other Party, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) and rate elements provided in this Appendix and Appendix Pricing.*

3.5 If this Agreement is the initial agreement between the Parties, then the Parties' obligation under this Agreement to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e.,

each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

3.6 The compensation arrangements set forth in this Appendix are not applicable to Exchange Access traffic or any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of each Parties' applicable federal and state tariffs.

3.7 *Neither party shall be prohibited from designating different rating and routing points for the delivery of telephone calls for purposes of providing customers a local presence within a foreign exchange. Calls shall be rated in reference to the rate center of the assigned NXX prefix of the calling and called parties' numbers. Effective upon February 1, 2004, PACIFIC is entitled to receive tandem switching and transport compensation for its facilities used in the carriage of traffic from the originating rate center (local NXX) to the rate area associated with where Pac-West delivers traffic to its customer, less 16 miles. To avoid paying the costs associated with transport from origination to their point of interconnection, Pac-West shall disclose to PACIFIC the percentage of disparately rated and routed traffic that was returned and terminated within the rate area where the local call originated. In addition, Pac-West may avoid paying the costs associated with transport from origination to their point of interconnection if Pac-West establishes a point of interconnection at the appropriate local or access tandem serving the rate center or at any mutually agreed end office within the rate center where Pac-West has established a dialable telephone number local to such rate center or ports any number established by other local exchange carriers (including ILEC companies) within such rate center.*

3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio, or video transmission.

3.9 Reciprocal Compensation only applies to local switched traffic that is originated on one Party's network and is terminated through the other Party's terminating switch. All traffic that is delivered to PACIFIC, Pac-West or an ISP and is not terminated through the other Party's terminating switch is not subject to reciprocal compensation.

Traffic that is delivered to a Pac-West or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. 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.

4.5 *Where the Parties are performing a transiting function as defined in Section 8.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function cannot forward the CPN and will not be billed as the default carrier. Pac-West and PACIFIC agree to exchange such reports and/or data as provided in this Appendix in Section 12.2 to facilitate the proper billing of traffic. Additionally, where the originating carrier number ("OCN") is not available, the transiting Party will use best efforts from available sources to identify the originating carrier for each transit call that lacks OCN.*

If the original and true CPN is not received from the originating third party, where available, the Party performing the transiting function shall provide the terminating party with the following information: the interconnection trunk group between the transiting Party and the originating party using trunking nomenclature that will be recognized by the originating party, the identity of the originating party connected to that originating trunk group and the quantity of unidentified minutes received by the transiting Party over the originating trunk group.

5. INTENTIONALLY OMITTED

6. LOCAL AND ISP TRAFFIC – CALIFORNIA ONLY

6.1 Termination of Local Calls. The following rates apply to Local Calls exchanged by the parties:

(a) Tandem Switching - (where used) compensation for the use of tandem switching functions (which includes subtending tandem)

(i) \$.000234 Setup per Call, and

(ii) \$.000139 per minute;

(b) Common Transport (where used) - compensation for the transmission facilities between the local tandem and the End Offices subtending that tandem:

- (i) \$.0013300 Fixed Mileage per minute; and
 - (ii) \$.0000210 Variable Mileage per minute, per mile;
- (c) End Office Switching:
- (i) \$.002142 Setup per Call;
 - (ii) \$.000572 per minute.

*Pursuant to the California PUC Decision in Application 02-03-059, the specific architecture of Pac-West's network provides for the following rate application of Local Calls originated by Pacific and terminated by Pac-West. Based on Pac-West's network architecture and subject to Pacific's right to invoke the terminating compensation plan in accordance with Sections 6.3 and 13, the Parties agree that 90% of all Local Calls originated by Pacific and terminated to Pac-West shall be paid only at the Tandem Switching rate and End Office Switching rate elements, and 10% of the Local Calls originated by Pacific and terminated by Pac-West shall be paid the Tandem Switching, Common Transport and End Office Switching rate elements.*¹

6.1.1 The parties agree to utilize the above Commission-approved OANAD reciprocal compensation rates until such time that either 1) Pacific elects to invoke the FCC pricing plan as per Section 6.3; or 2) the California Public Utilities Commission approves new OANAD reciprocal compensation rates via Docket A. 01-02-024/035, the "UNE Relook" Docket. If the CPUC approves new reciprocal compensation rates, the Parties agree to utilize those rates as of the effective date of that Docket's order.

6.2 The remaining sub-sections (6.2 through 6.9) are conditioned on Pacific making an offer to all the other carriers in California (the "Offer") with which Pacific trades local traffic under section 251(b)(5) of the Federal Telecommunications Act of 1996 (known as the "Mirroring Rule" in para. 89 of the FCC ISP Compensation Order). In the event that Pacific chooses not to invoke the FCC ISP rates and make the "Mirroring Rule" offer to other California local exchange carriers, then the remainder of this section (6.2 through 6.9) shall have no effect on reciprocal compensation, and all ISP

¹ It is Pacific's position that pursuant to the FCC's ISP Remand Order, the reciprocal compensation provisions contained in this Appendix are not available for adoption under Section 252(i) of the Act. Nevertheless, in the event that any other CLEC ("Requesting CLEC") seeks to obtain any provisions contained in this Appendix, or like provisions, the Parties understand and agree that the end office termination rates set forth in Sections 6.1 of this Appendix and in the Appendix Pricing will apply to all calls originated by Pacific and terminated by Requesting CLEC unless and until the Requesting CLEC establishes that its switch(s) meet the geographic coverage test in accordance with Federal and state laws, judicial orders, rules and regulations.

traffic Local Calls, as defined by the CPUC, shall be billed and paid at the rates in section 6.1.

6.3 Beginning on the date of Pacific's Offer, and until either contract expiration, or the FCC issues a Final Order in its Notice of Proposed Rulemaking *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92 (established in FCC Order No. 01-132, April 27, 2001), or the ISP Compensation Order is vacated, overturned, or otherwise becomes no longer legally effective, Pacific and Pac-West hereby agree to prospectively implement the FCC's "interim" ISP compensation plan set out in its ISP Compensation Order. The rates, terms and conditions set forth below represent the Parties' understanding of how Pacific will implement the FCC plan. In the event that the ISP Compensation Order or any portion thereof related to any of the rates set forth in this Appendix is vacated, overturned, or otherwise becomes no longer legally effective, as of that date the rates set forth in Section 6.1 shall again apply.

6.4 Descending Reciprocal Compensation Rate Schedule for presumed ISP and Internet-bound Calls Within calls within Local Calling Areas:

6.4.1 The rates, terms, conditions in this section apply only to the termination of presumed ISP and Internet-bound Calls Within calls within Local Calling Areas as defined in section 3.2, and subject to the growth caps and new local market restrictions stated in subsections 6.3 and 6.4 below.

6.4.2 Subsequent to Pacific making the Offer, the Parties agree to compensate each other on a prospective basis for the termination of presumed ISP and Internet-bound calls rated within the Local Calling Area on a minute of use basis, according to the following rate schedule:

December 15, 2001 – June 14, 2003:	.0010 per minute
June 15, 2003 and later:	.0007 per minute

6.4.3 Payment of Reciprocal Compensation on presumed ISP and Internet-bound traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the underlying Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

6.5 ISP and Internet-bound Minutes Growth Cap

6.5.1 On a calendar year basis, as set forth below, the Parties agree prospectively cap overall presumed ISP and Internet-bound minutes of use in the future based upon the 1st Quarter 2001 ISP minutes for which Pac-West was entitled to

compensation under its Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

6.5.2 ISP and Internet-bound minutes that exceed the prospectively applied growth cap will be Bill and Keep. Bill and Keep is the intercarrier traffic compensation arrangement whereby each Party recovers its costs by billing its own end users and keeping the revenue for itself. Under a Bill and Keep arrangement, each Party will abide by the applicable provisions of the underlying Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation, but will not compensate the terminating carrier for the transport or termination of Bill and Keep calls.

6.6 Bill and Keep New Market ISP Local Traffic

6.6.1 In the event Pac-West and PACIFIC have not previously exchanged ISP and Internet-bound traffic in California prior to January 1, 2002, Bill and Keep will be the reciprocal compensation arrangement for all presumed ISP and Internet-bound Calls between Pac-West and PACIFIC for the life of this Amendment.

6.6.2 In the event Pac-West and PACIFIC have previously exchanged traffic in a California LATA prior to January 1, 2002, the Parties agree that they shall only compensate each other for completing ISP-bound calls exchanged in that California LATA, and that any ISP-bound calls in other California LATAs shall be Bill and Keep for the life of this Amendment. For purposes of this Agreement, the Parties stipulate that prior to January 1, 2002, Pacific and Pac-West have exchanged traffic in every LATA in California.

6.7 Wherever Bill and Keep is the traffic termination arrangement between Pac-West and PACIFIC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

6.8 Growth Cap and New Market Bill and Keep applies only to prospective presumed ISP and Internet-bound Calls Within the Local Calling Scope as defined in Section 3.2 of this Amendment, and does not include Transit Traffic, Optional Calling

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Area Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, FGA or FGD Traffic, or other ISP or Internet-bound traffic that originates from an end user located outside the local calling area in which the ISP is located.

6.9 ISP Traffic Rebuttable Presumption

6.9.1 The Parties agree that there is a rebuttable presumption that all minutes of use exceeding a 3:1 Terminating to Originating Ratio are ISP and Internet-bound calls subject to the compensation and growth cap terms in this section.

6.9.2 Either party has the right to rebut the 3:1 ISP presumption and determine actual ISP and Internet-bound traffic by any means mutually agreed by the Parties, or by any method approved by the applicable regulatory agency, including the Commission. In the event the Commission approves the rebuttal of the presumption, either in whole or in part, then that rebuttal shall be retroactively applied to the date the Offer became effective so long as the Party seeking to rebut the presumption took appropriate action at the Commission to rebut the presumption within 60 days of receiving notice, as described in Section 13.2, of PACIFIC's intent to implement the FCC's plan.

7. NON-LOCAL CALL TERMINATION

7.1 The Parties recognize and agree the rates and rate structure in section 6 above do not apply to calls that fit the underlying Agreement's definitions of:

- (i) Transit Traffic
- (ii) Optional EAS Traffic (defined as: Optional Toll Calling Plans)
- (iii) IntraLATA Interexchange Traffic
- (iv) InterLATA Interexchange Traffic
- (v) 800, 888, 877, ("8yy") Traffic
- (vi) Feature Group A Traffic
- (vii) Feature Group D Traffic

7.2 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place ISP calls under any of the above classifications. To the extent such calls are placed, the Parties agree that section 6 above does not apply, and that the Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to terminating Party's Exchange Access intrastate and/or interstate tariffs.

7.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

8. TRANSIT TRAFFIC COMPENSATION

8.1 Transiting Service allows one Party to send or receive Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to or from a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits a Pacific network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. The rates that Pacific shall charge for transiting Pac-West traffic are outlined in Appendix Pricing.

8.2 The Parties agree to establish appropriate billing relationships directly with third party Telecommunications Carriers, as set forth in section 5.4 of the General Terms and Conditions of this Agreement. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party.

8.3 Pac-West shall not bill PACIFIC for terminating any Transit traffic, whether identified or unidentified, i.e., whether PACIFIC is sent CPN or is not sent CPN by the originating company.

9. INTRALATA 800 TRAFFIC

9.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any access charges for this traffic.

9.2 Inter-carrier compensation for IntraLATA 800 Traffic calls is billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.

10. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

10.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.

10.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

10.3 Billing to Interexchange Carriers (IXCs) for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with the applicable tariff for that portion of the service it provides. Each Party will bill the applicable network access service rates to the IXC. The network interconnection charge NIC if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, Pac-West is the Initial Billing Company (IBC) and PACIFIC is the Subsequent Billing Company.

10.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

10.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill IXCs for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.

10.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC or ESP. When PACIFIC performs 800 database queries, PACIFIC will charge the end office provider for the database query in accordance with standard industry practices.

10.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

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10.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. PACIFIC acknowledges that currently there is no charge for Summary Usage Data PACIFIC acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At Pac-West's request, PACIFIC will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

10.9 PACIFIC and Pac-West agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

10.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

11. INTRALATA TOLL TRAFFIC COMPENSATION

11.1 *For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff. Common transport, (both fixed and variable), as well as tandem switching rates apply only in those cases where a Party's tandem is used to terminate traffic.*

12. BILLING FOR MUTUAL COMPENSATION — PACIFIC

12.1 In PACIFIC, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

12.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:

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12.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.

12.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing, and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

12.3 The Parties agree that this section does not apply to SBC-SWBT, and that a negotiated Mutual Compensation Billing section would have to be added to this Appendix for any Carrier attempting to apply or "port" this Appendix to a SBC-SWBT state.

13. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

13.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order"). The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the PACIFIC's option to invoke on a date specified by PACIFIC the FCC's ISP terminating compensation plan on a forward going basis, after which date presumed ISP and Internet-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

13.2 PACIFIC agrees to provide at least 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the PACIFIC designates that the FCC's ISP terminating compensation plan shall begin in this state. Pac-West agrees that on the date designated by PACIFIC, the Parties will on a forward going basis begin billing

Reciprocal Compensation to each other at the rates, terms, and conditions specified in the FCC's terminating compensation plan.

13.3 PACIFIC and Pac-West agree to carry out the FCC terminating compensation plan on the date designated by PACIFIC without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

13.4 Should a regulatory agency, court or legislature change or nullify PACIFIC's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties agree to comply with the specific terms of the order including any billing true ups, reimbursements, or other accounting adjustments specifically required by the order which shall be made uniformly and to the same date that the regulatory agency, court or legislature established as the date the FCC terminating compensation plan was to be implemented by PACIFIC so long as such adjustments, if any, are applied uniformly to all traffic in California exchanged under section 251(b)(5) of the Act.

13.5 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order through a mutually agreed written Amendment to this Agreement.

13.6 *The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.*

14. ADDITIONAL TERMS AND CONDITIONS

14.1 Legitimately Related Terms.

Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection Agreement which are legitimately related to such interconnection, service or network

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element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and Severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; *intervening law*; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

14.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between PACIFIC and Pac-West, but that as to the Reciprocal Compensation terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

APPENDIX RESALE

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APPENDIX RESALE

This Appendix sets forth the rates, terms and conditions for those services available for sale at retail to end users which are made available to CLECs by PACIFIC for resale.

1. DESCRIPTION AND CHARGES FOR SERVICES

1.1 Attached hereto as Exhibit A is a list of Telecommunications Services currently available for resale at the wholesale discount rate of 17% off the retail rate for each service as determined by the Commission through arbitration Order 96-08-040, and Decision 97-08-059. Except as otherwise expressed herein and consistent with PACIFIC's obligation under § 251(c)(4)(A) of the Act, Pac-West may resell other Telecommunications Services offered by PACIFIC and not listed in Exhibit A. Exhibit B contains a list of other services available for resale at the discount included in the exhibit.

1.2 PACIFIC will make available to Pac-West for resale the following PACIFIC services at PACIFIC's tariffed rate for each service (or in the event a service is not tariffed, at the rate PACIFIC charges its subscribers, except as otherwise provided herein):

- Construction Charges
- Access Services
- Wireless Carrier Interconnection Services
- Supercedure

1.3 Pacific shall not be required to offer other products and services for resale pursuant to Decision 97-08-059 and Decision 97-08-076.

1.4 Telecommunications Services will be resold by PACIFIC to Pac-West on terms and conditions that are reasonable and nondiscriminatory.

1.5 Grandfathered services are also available for resale at the applicable wholesale discount to the same customers to which PACIFIC offers the service.

2. TERMS AND CONDITIONS OF SERVICE

2.1 For services included in this Agreement which are offered through tariffs by PACIFIC to PACIFIC's end users, the rules and regulations associated with PACIFIC's retail Tariff shall apply except for applicable resale restrictions and except as otherwise provided herein. Use limitations shall be in parity with services offered by PACIFIC to its end users.

2.2 All deployed features and functions of PACIFIC's Centrex Service offered to any PACIFIC end user, whether offered under tariff or otherwise, shall be available to Pac-West, where deployed, for resale, without any customer class restrictions other than those which may be imposed by applicable FCC or C.P.U.C. orders, including

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Commission Decision 96-03-020 and 97-08-059. All service levels and features of Centrex Service provided by PACIFIC for resale shall be at parity to those provided to PACIFIC's end users. Centrex service is only offered for resale as a single business system to a single business end user and not for aggregating toll, including "joint use" or shared use from unrelated end users (C.P.U.C. decision No. 96-03-020).

2.3 Except where otherwise explicitly provided in the corresponding tariffs, Pac-West shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service based upon the Commission's Arbitration Order 96-08-040. Pac-West shall only resell services purchased under this Agreement to the same class of end users to whom PACIFIC sells such services (e.g. residence service shall not be resold to business end users). Further, to the extent Pac-West resells services that require certification on the part of the subscriber, Pac-West will ensure that the end user has obtained proper certification and complies with all rules and regulations as established by the Commission.

2.4 An end user customer account may be considered an "Exception Account," for purposes of this Agreement, when certain conditions exist (e.g., the account qualifies for and is billed Universal Lifeline Telephone Service rate, Deaf and Disabled equipment has been provided, tax exemptions exist, or, participation in other programs which provide for reduced or special rates or subsidies).

In order to determine, PACIFIC shall forward the account information to Pac-West which identifies a specific end-user as currently eligible and participating in such programs in an electronic format in accordance with the procedures set forth in this Agreement.

2.5 PACIFIC promotions of ninety (90) days or less shall not be available to the Pac-West for resale.

2.6 Pac-West shall not use a resold service to avoid the rates, terms, and conditions of PACIFIC's corresponding retail tariff.

2.7 Pac-West shall not use resold local exchange telephone service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that Pac-West may permit its end users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

2.8 An End User Common Line (EUCL) charge and any other Commission approved charges will continue to apply for each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 128, also apply.

2.9 To the extent allowable by law, Pac-West shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. Pac-West shall pay for PIC changes at the tariffed rate.

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2.10 PACIFIC shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. Pac-West shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered at retail by PACIFIC as the incumbent local exchange carrier to its end users.

2.11 Charges for end user "Change over", when a PACIFIC end user subscribes to Pac-West service of the same type, including recurring and non-recurring charges, are subject to C.P.U.C. requirements and ruling. At such time as PACIFIC is permitted to charge "change over" or "conversion" charges, such charges will immediately become applicable to each billable telephone number after that date and become part of this agreement. PACIFIC shall notify the Pac-West prior to when such charges shall become effective.

2.11.1 For the purposes of ordering new service under this Appendix, each request for new service shall be handled as a separate and initial request for service per billable telephone number. The additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the end user's same location where a residential line is currently provided on PACIFIC's network, regardless of the non-facilities based local service provider of record.

2.12 When Pac-West converts an end user and adds or changes are made to the network, the respective conversion charge will apply, as well as any normal service order charges associated with said changes. All non-recurring service connection charges, except conversion charges, will be charged at a discount for those services listed in the exhibits to this Appendix.

2.13 If the Pac-West is in violation of a provision of this Appendix, PACIFIC will notify the Pac-West of the violation in writing. Such notice must refer to the specific provision being violated. At such time, the Pac-West will have thirty (30) days to correct the violation and notify PACIFIC in writing that the violation has been corrected. PACIFIC will then bill the Pac-West for the charges which should have been collected by PACIFIC or the actual revenues collected by the Pac-West from its end users for the stated violation, whichever is greater. Should the Pac-West dispute the violations, it must notify PACIFIC in writing within fourteen (14) days of receipt of notice from PACIFIC. Disputes will be resolved as outlined in the Disputed Amounts Section of the Agreement.

2.14 PACIFIC is not required to make services available for resale at wholesale rates to Pac-West for its own use. PACIFIC, however, shall at its option agree to allow Pac-West to purchase PACIFIC's Telecommunications Services and other services available for resale as outlined in the exhibits to this Appendix, as long as said services are not resold exclusively or predominantly to Pac-West, its subsidiaries, or affiliates.

2.15 The effective date of this Appendix shall be ten (10) days after the date the Commission approves the Interconnection Agreement.

3. ANCILLARY SERVICES

3.1 Where requested by PACIFIC, the Pac-West shall provide PACIFIC with accurate and complete information regarding end users in a format and time frame prescribed by PACIFIC for purposes of E911 administration. Access to E911 services shall be made available to Pac-West's end users. E911 service provides Automatic Number Identification (ANI) which displays the originating caller's telephone number at the Public Safety Answering Point (PSAP) and Automatic Locator Identification (ALI) which displays the street address of the calling party on an ALI screen at the PSAP. Pac-West will be responsible for collecting and remitting all applicable 911 surcharges on a per line basis to the PSAP as outlined in Schedule Cal. P.U.C. Tariff No. 9A

3.2 PACIFIC shall provide Pac-West's end users access to PACIFIC Directory Assistance Service. Pac-West shall pay PACIFIC amounts attributable to Directory Assistance services used by Pac-West's end users. Discounts associated with the utilization of Directory Assistance Service are outlined in the exhibits to this Appendix.

3.3 PACIFIC shall provide, at no additional charge, a straight line listing of the Pac-West end user in the appropriate PACIFIC local White Pages. Subscriber listing information on resold lines shall remain the property of PACIFIC.

3.4 Additional Listing services (e.g., foreign listings) can be purchased by Pac-West for its end users on a per listing basis. Pac-West shall pay PACIFIC amounts attributable to Additional Listing services used by Pac-West's end users. The exhibits outline the discounts associated with such additional listing services.

3.5 Pac-West hereby releases PACIFIC from any and all liability for damages due to errors or omissions in Pac-West's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. To the extent Pac-West reimburses its end user subscriber any listing charge due to errors or omissions caused directly by PACIFIC, PACIFIC shall reimburse Pac-West any associated wholesale rate.

3.5.1 Pac-West shall indemnify, protect, save harmless, and defend PACIFIC (or PACIFIC's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages, and expense arising out of any demand, claim, suit, or judgment by a third party in any way related to any error or omission in Pac-West's subscriber listing information as it appears in the White Pages directory, including any error or omission related to nonpublished or nonlisted subscriber listing information. Pac-West shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against Pac-West and PACIFIC, and/or against PACIFIC alone. However, if such demand, claim, or suit specifically alleges that an error or omission appears in Pac-West's subscriber listing information in the White Pages directory, PACIFIC may, at its option, assume and undertake its own defense, or assist in the defense of the Pac-West, in which event the Pac-West shall reimburse PACIFIC for

reasonable attorney's fees and other expenses incurred by PACIFIC in handling and defending such demand, claim, and/or suit.

3.6 PACIFIC or its agents will deliver local White Pages directories to Pac-West end user's premises at the same time and under the same conditions that such directories are delivered to PACIFIC end users.

3.6.1 Pac-West end users shall be entitled to one directory per basic residential or business line provided by PACIFIC pursuant to this Appendix.

3.6.2. PACIFIC, or its agents, shall deliver a White Pages Directory to Pac-West end users' premises at the same time that such directories are delivered to PACIFIC end users. If an Pac-West's end user already has a current PACIFIC directory, PACIFIC shall not be required to deliver a directory to that end user until new directories are published for that end user's location.

3.7 PACIFIC shall provide access to Operator Services to Pac-West's end users. Pac-West shall pay the charges associated with the use of such services by its end users. Discounts associated with the utilization of Directory Assistance Service are outlined in the exhibits to this Appendix.

3.8 PACIFIC shall also offer Pac-West the opportunity to customize route DA/OS where technically feasible. Pac-West must have dedicated transport at each end office where customized routing is requested. Pac-West agrees to pay PACIFIC appropriate charges associated with customized routing on an ICB basis.

4. BRANDING

4.1 OS/DA Branding

4.1.1 Where technically feasible and/or available, PACIFIC will brand Operator Services (OS) and/or Directory Assistance (DA) in Pac-West's name as outlined below:

4.1.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

4.1.1.2 Where PACIFIC provides Pac-West OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since PACIFIC's DA and OS utilize the same trunk group, Pac-West will receive the same brand for both DA and OS.

4.2 Call Branding

4.2.1 PACIFIC will brand OS/DA in Pac-West's name based upon the information provided by Pac-West and as outlined below:

4.2.2 PACIFIC – Pac-West will provide written specifications of its company name to be used by PACIFIC to create Pac-West specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.2.3 Pac-West name used in branding calls may be subject to Commission regulations and should match the name in which Pac-West is doing business.

4.3 Branding Load Charges:

4.3.1 SBC-Pacific Bell An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of Pac-West specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.4 Requirements

4.4.1 Pursuant to § 226 (b) of The Telecommunications Act of 1996, each provider of Operator Services is required to:

(a) provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

(b) disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

4.5 Call Branding

4.5.1 Currently PACIFIC is unable to provide unique branding for Pac-West. All calls will be unbranded. When PACIFIC has the capability to uniquely brand Pac-West calls, the Parties shall negotiate the specific price, terms, and conditions for this service.

4.6 Rate/Reference Information

4.6.1 Currently PACIFIC is unable to provide unique Rate/Reference Information. When PACIFIC has the capability to provide unique Rate/Reference Information for CLECs, the Parties shall negotiate the specific price, terms, and conditions for this service. In the interim, Pac-West specific rate quotes will only be provided when Pac-West's OS rates exactly mirror PACIFIC's rates. To the extent Pac-West provides PACIFIC its customer service center number, PACIFIC will provide such referral number to Pac-West's End User customer for all other rate quotes.

4.6.2 The Operator Assistance calls will be unbranded, with no reference, express or implied to PACIFIC. When PACIFIC has the ability to brand Operator Service, PACIFIC shall make such capability available to Pac-West. When PACIFIC has the capability to quote call time and charges for any Pac-West, PACIFIC

shall make that capability available to Pac-West. Pac-West will Brand and Rate when PACIFIC has the ability to make Branding and Rating available.

5. RESPONSIBILITIES OF PACIFIC

5.1 PACIFIC shall allow Pac-West to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. PACIFIC shall provide interface specifications for electronic access for these functions to Pac-West once such electronic interfaces become technically feasible and are in place. However, Pac-West shall be responsible for modifying and connecting any of its systems with PACIFIC provided interfaces when such interfaces become available, as outlined in Appendix OSS.

5.2 PACIFIC shall implement Pac-West service orders within the same time intervals PACIFIC uses to implement service orders for similar services for its own end users.

5.3 Pac-West will have the ability to report trouble for its end users to appropriate PACIFIC trouble reporting centers twenty-four (24) hours a day, seven (7) days a week. Pac-West will be assigned a customer contact center when initial service agreements are made. Pac-West end users calling PACIFIC will be referred to Pac-West at the number provided by Pac-West.

5.3.1. Methods and procedures for ordering and trouble reporting are outlined in the CLEC Handbook, or on-line, as amended by PACIFIC from time to time. Both parties agree to abide by the procedures contained therein.

5.4 PACIFIC will provide Pac-West with the detailed billing information in a standard electronic format as outlined in Appendix OSS necessary for Pac-West to issue a bill to its end users. On no less than sixty (60) days advance written notice, Pac-West will have the option of receiving daily usage to monitor the patterns of its end users' usage sensitive services. Pac-West agrees to pay PACIFIC three tenths of a cent (\$.003) per message.

5.5 PACIFIC shall make telecommunications services that PACIFIC provides at retail to subscribers who are not telecommunications carriers available for resale consistent with its obligation under § 251(c)(4)(A) of the Telecommunications Act. PACIFIC will notify Pac-West of any changes in the terms and conditions under which PACIFIC offers Telecommunications Services at retail to subscribers who are not telecommunications providers or carriers, including, but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) days of the expected effective date of such change.

5.5.1 PACIFIC currently uses the Accessible Letter process to notify Pac-West of new services available for resale during the term of this Agreement. The notification shall advise Pac-West of the category in which such new service shall be

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placed and the same discount already applicable to Pac-West in that category shall apply to the new service. Should PACIFIC change its notification procedures to Pac-West, the notice will be no less prompt than the Accessible Letter.

5.6 A Pac-West end user's activation of Call Trace for a line purchased under this Agreement shall be handled by the PACIFIC Annoyance Call Bureau (ACB). Certain types of service do not work with Call Trace (see CLEC Handbook for excluded products and services). Call Trace allows the End User to dial a code to automatically request that the caller's originating number, date and time of call, and date and time of end user initiation of Call Trace be recorded. The PACIFIC ACB retrieves and distributes the Call Trace information. The end user must report the annoyance calls to his/her local law enforcement agency. The PACIFIC ACB does not give the information from the calls to either the Pac-West or end user.

5.7 PACIFIC shall not be liable to Pac-West for any fraudulent usage on Pac-West's end users' accounts.

The Parties agree to cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

At a minimum, such cooperation shall include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges, when such end user seeks service from the other Party. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

5.7.1. Fraud Alert Referral is a service that monitors traffic patterns associated with a Pac-West's resold line. On no less than 30 days written notice, Pac-West may order PACIFIC's Fraud Alert referral service. Pacific notifies the Pac-West of traffic abnormalities that indicate the possible occurrence of intraLATA and interLATA fraud. PACIFIC agrees to furnish Pac-West with information on all 1+ and 0+ fraud alerts. Pac-West understands and agrees that electronic mail will be used to provide such information and such information will only be available via electronic mail at the present time. It is the responsibility of the Pac-West to provide PACIFIC with the correct email address. After the initial non-recurring charge, information will be provided on per-Alert Referral basis and will be priced on a per-Alert Referral basis. PACIFIC grants to Pac-West a non-exclusive right to use the information provided by PACIFIC. Pac-West will not permit anyone but its duly authorized employees or agents to inspect or use this information. Pac-West agrees to pay PACIFIC a non-recurring charge of seven hundred dollars (\$700.00) to order the service, and recurring usage charge of eleven dollars and ten cents (\$11.10) per Alert Referral.

5.8 PACIFIC will make available to Pac-West an optional service, Repair Transfer Service (RTS). In the event a Pac-West's end user dials 611 (811-8081 for Priority Business customers) for repair, PACIFIC will provide a recorded announcement

of the Pac-West name and number and PACIFIC will automatically transfer the caller to the Pac-West designated 800/888 number for repair service. Pac-West must provide written notification to PACIFIC at least 30 days prior to the implementation of RTS. Written notification must include the Pac-West name and 800/888 numbers for RTS to the Pac-West repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes will be as follows:

<i>Change Request</i>	<i>Rate</i>
Recorded Name Announcement	\$2300.00
800/888 Telephone Number	\$ 750.00
Name Announcement & Tele Number	\$2400.00

6. RESPONSIBILITIES OF PAC-WEST

6.1 Prior to submitting an order under this Agreement, Pac-West shall obtain end user authorization as required by applicable state or federal laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. PACIFIC shall abide by the same applicable laws and regulations.

6.2 Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies PACIFIC or Pac-West that the end user requests local exchange service, the Party receiving such request shall be free to provide service to such end user, except in those instances where the end user's account is local PIC protected. It is the responsibility of the end user to provide written authorization to the current provider of record to remove local service provider protection before any changes in local exchange service provider are processed.

PACIFIC shall be free to connect the end user to any Competitive Local Exchange Carrier based upon the Competitive Local Exchange Carrier's request and Competitive Local Exchange Carrier's assurance that proper end user authorization has been obtained. Pac-West shall make authorization available to PACIFIC upon request and at no charge.

6.3 User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user's authorized agent. Further, when an end user abandons the premise, PACIFIC is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

6.4 The Parties shall cooperate in investigating any allegations of unauthorized changes in local exchange service (slamming).

6.5 Should PACIFIC receive an order from Pac-West for services under this Appendix, and PACIFIC is currently providing the same services to another local service

provider for the same End User, Pac-West agrees that PACIFIC may notify the End User's local service provider of such order coincident with processing the order.

If PACIFIC receives an order from another local service provider for an end user for whom Pac-West is the current local service provider of record, and if Pac-West subscribes to the Local Disconnect Report ("LDR") as outlined below, then PACIFIC shall notify Pac-West of such order coincident with processing such order. In either scenario, it shall be the responsibility of both local service providers to resolve any issues related to the end user. This paragraph shall not apply to new or additional lines and services purchased by an end user from multiple CLECs or from PACIFIC.

6.5.1 On no less than sixty (60) days notice, Pac-West may request the LDR, PACIFIC agrees to furnish to Pac-West the Billing Telephone Number (BTN), Working Telephone Number (WTN), and terminal number of all end users who have disconnected Pac-West's service. Pac-West understands and agrees that the CARE interface will be used to provide such information and such information will only be available via the CARE electronic data transmission as outlined in Appendix OSS. Information will be provided on a per WTN basis to be priced on a per WTN basis. PACIFIC will provide Pac-West no less than thirty (30) days notice prior to any change of the per-WTN charge. PACIFIC grants to Pac-West a non-exclusive right to use the information provided by PACIFIC. Pac-West will not permit anyone but its duly authorized employees or agents to inspect or use this information. Pac-West agrees to pay PACIFIC ten cents (\$0.10) per WTN and any applicable transmission charges for the LDR.

6.6 Pac-West agrees to hold harmless and indemnify PACIFIC against any and all liability and claims, including reasonable attorney's fees, that may result from PACIFIC acting under this Appendix.

6.7 Pac-West is solely responsible for the payment of charges for all services furnished under this Appendix including, but not limited to, calls originated or accepted at Pac-West's location and its end users' service locations, with the exception of any retail services provided directly by PACIFIC to the end user which PACIFIC shall be responsible for billing.

6.7.1. Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by PACIFIC for billing to resold end-user accounts will be returned as unbillable and will not be passed on to Pac-West for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by PACIFIC.

6.8 PACIFIC shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to others by Pac-West. All applicable rates and charges for such services will be billed to and shall be the responsibility of Pac-West, with the exception of other retail services provided directly to the end user by PACIFIC.

6.8.1. Compensation for all services shall be paid regardless of a Party's ability or inability to collect charges from its end user for such service.

6.9 If Pac-West does not wish to be responsible for collect, third number billed, toll and information services (e.g., 900) calls, it must order the appropriate blocking for resold lines under this Appendix and pay any applicable charges. Pac-West acknowledges that blocking is not available for certain types of calls, including 800 numbers. It is the responsibility of the Pac-West to order the appropriate toll restriction or blocking on all of their resold end user lines. Depending on the origination point, some calls may bypass blocking systems. Pac-West acknowledges this limitation and understands that Pac-West shall be responsible for any charges associated with such calls.

6.10 Pac-West shall be responsible for modifying and connecting any of its systems with PACIFIC-provided interfaces as described in this Appendix.

6.11 Pac-West shall be responsible for providing to its end users and to PACIFIC a telephone number or numbers that Pac-West's end users can use to contact Pac-West in the event of service or repair requests. In the event that Pac-West's end users contact PACIFIC with regard to such requests, PACIFIC shall inform the end user that they should call Pac-West and may provide Pac-West contact number. The requirements herein are subject to additional terms and conditions in this Agreement.

6.12 Pac-West is responsible for all costs associated with a Pac-West name change.

6.13 Pac-West shall be responsible for providing to its end users and to PACIFIC a telephone number or numbers that Pac-West's end users can use to contact Pac-West in the event of service or repair requests. In the event that Pac-West's end users contact PACIFIC with regard to such requests, PACIFIC shall inform the end user that they should call Pac-West directly and may provide Pac-West contact name and number.

6.14 Pac-West will provide forecasts to PACIFIC on a quarterly basis. These forecasts will be based on the Pac-West's best estimates and include all resale products Pac-West will be ordering within the forecast period. The forecast should cover the current year on a monthly basis plus the next two years on a quarterly basis. The forecast will be revised quarterly and rolled over once a year. The first two forecast quarters will be broken down by LATA.

7. PROCEDURES FOR NONPAYMENT AND DISCONNECTION

7.1 If Pac-West fails to pay when due (within 30 days of the bill date), any and all charges billed to them under this Agreement, including any late payment charges (Unpaid Charges) or miscellaneous charges, and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such Unpaid Charges, PACIFIC shall notify Pac-West in writing that in order to avoid having service disconnected, Pac-West must remit all Unpaid Charges to PACIFIC within fourteen (14) calendar days.

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7.2 If Pac-West disputes the billed charges, it shall, within the fourteen (14) day period provided for above, inform PACIFIC in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to PACIFIC all undisputed charges; and pay all disputed charges into an interest bearing escrow account established by Pac-West with a third party escrow agent mutually agreed upon by the Parties.

7.3 Disputes hereunder shall be resolved in accordance with the procedures identified in the Dispute Resolution Section of the Interconnection Agreement. Failure of Pac-West to pay charges deemed owed to PACIFIC after conclusion of the Arbitration shall be grounds for termination under this section.

7.4 If any Pac-West charges remain unpaid or undisputed twenty-nine (29) days past the due date, PACIFIC shall notify Pac-West and the Commission in writing, that unless all charges are paid within sixteen (16) days, Pac-West's service shall be disconnected and its end users shall be defaulted to PACIFIC local service. PACIFIC will also suspend order acceptance with the exception of disconnects on the same day that it sends the letter required by the preceding sentence.

7.5 If any Pac-West charges remain unpaid or undisputed forty (40) days past the due date, Pac-West shall, at its sole expense, notify its end users and the Commission that their service may be disconnected for Pac-West failure to pay Unpaid Charges, and that its end users must affirmatively select a new Local Service Provider within five (5) days. The notice shall also advise the end user that PACIFIC will assume the end user's account at the end of the five (5) day period should the end user fail to select a new Local Service Provider.

7.6 If any Pac-West charges remain unpaid or undisputed forty-five (45) days past the due date, PACIFIC shall disconnect Pac-West and transfer all Pac-West's end users who have not selected another local service provider directly to PACIFIC's service. These end users shall receive the same services provided through Pac-West at the time of transfer. PACIFIC shall inform the Commission of the names of all end users transferred through this process. Applicable service establishment charges for switching end users from Pac-West to PACIFIC shall be assessed to Pac-West.

7.7 Within five (5) days of the transfer (fifty (50) days past Pac-West's due date), PACIFIC shall notify all affected end users that because of Pac-West's failure to pay, their service is now being provided by PACIFIC. PACIFIC shall also notify the end user that they have thirty (30) days to select a Local Service Provider.

7.8 PACIFIC may discontinue service to Pac-West upon failure to pay undisputed charges as provided in this section, and shall have no liability to Pac-West or Pac-West end users in the event of such disconnection.

7.9 If any end user fails to select a Competitive Local Exchange Carrier within thirty (30) days of the change of providers (eighty (80) days past Pac-West's due date), PACIFIC shall terminate the end user's service. PACIFIC shall notify the Commission

of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.

7.10 Nothing herein shall be interpreted to obligate PACIFIC to continue to provide service to any such end users. Nothing herein shall be interpreted to limit any and all disconnection rights PACIFIC may have with regard to such end users.

7.11 After disconnect procedures have begun, PACIFIC shall not accept service orders from Pac-West until all unpaid charges are paid. PACIFIC shall have the right to require a deposit equal to one month's charges (based on the highest previous month of service from PACIFIC) prior to resuming service to Pac-West after disconnect for nonpayment.

7.11.1 If Pac-West has established a minimum of twelve (12) consecutive months good credit history with PACIFIC, PACIFIC shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 through Section 7.10 of this Agreement shall continue to apply. In determining whether Pac-West has established a minimum of twelve (12) consecutive months good credit history with each PACIFIC, Pac-West's payment record with each PACIFIC for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

7.12 Any cash deposit for one state shall be held by PACIFIC as a guarantee of payment of charges billed to Pac-West, provided, however, PACIFIC may exercise its right to credit any cash deposit to Pac-West's account upon the occurrence of any one of the following events:

7.12.1 when PACIFIC sends Pac-West the second delinquency notification for that state during the most recent twelve (12) months; or

7.12.2 when PACIFIC suspends Pac-West's ability to process orders in accordance with Section 9.6.1.1; or

7.12.3 when Pac-West files for protection under the bankruptcy laws; or

7.12.4 when an involuntary petition in bankruptcy is filed against Pac-West and is not dismissed within sixty (60) days; or

7.12.5 when this Agreement expires or terminates; or

7.12.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, PACIFIC shall credit any cash deposit to Pac-West's account so long as Pac-West has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.

7.12.7 For the purposes of this Section 7.3, interest will be calculated as specified in Section 8.1 and shall be credited to Pac-West's account at the time that the cash deposit is credited to Pac-West's account.

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7.13 So long as Pac-West maintains timely compliance with its payment obligations, PACIFIC will not increase the deposit amount required. If Pac-West fails to maintain timely compliance with its payment obligations, PACIFIC reserves the right to require additional deposit(s) in accordance with Section 7.1 and Section 7.5 through Section 7.10.

7.14 If during the first six (6) months of operations, Pac-West has been sent one delinquency notification letter by PACIFIC, the deposit amount shall be re-evaluated based upon Pac-West's actual billing totals and shall be increased if Pac-West's actual billing average: for PACIFIC for a two (2) month period exceeds the deposit amount held

7.15 Throughout the Term, any time Pac-West has been sent two (2) delinquency notification letters by PACIFIC, the deposit amount shall be re-evaluated based upon Pac-West's actual billing totals and shall be increased if Pac-West's actual billing average:

7.15.1 for PACIFIC for a two (2) month period exceeds the deposit amount held

7.16 Whenever a deposit is re-evaluated as specified in Section 7.5 or Section 7.6, such deposit shall be calculated in an amount equal to the average billing to Pac-West for a two (2) month period. The most recent three (3) months billing on all of Pac-West's ESBA's and BANs for Resale Services or Network Elements, as appropriate shall be used to calculate Pac-West's monthly average.

7.16.1 PACIFIC After calculating the amount equal to the average billing to Pac-West for Resale Services that state for a two (2) month period, add the amount of any charges that would be applicable to transfer all of Pac-West's then-existing End-Users of Resale Services to PACIFIC in the event of Pac-West's disconnection for non-payment of charges. The resulting sum is the amount of the deposit for Resale Services.

7.17 Whenever a deposit is re-evaluated as specified in Section 7.5 and Section 7.6, Pac-West shall remit the additional deposit amount to PACIFIC within thirty (30) calendar days of receipt of written notification from PACIFIC requiring such deposit. If Pac-West fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, PACIFIC shall begin the process set forth in Section 9 of this Agreement. If Pac-West continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 9.3 of this Agreement, then PACIFIC shall begin the procedure(s) set forth in Sections 9.5 and 9.6 of this Agreement.

7.18 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to PACIFIC. No interest shall be paid by PACIFIC for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit. PACIFIC may demand payment from the issuing bank of any irrevocable

bank letter of credit upon the occurrence of any of the events listed in Section 7.3.1 through 7.3.4.

7.19 The fact that PACIFIC holds either a cash deposit or irrevocable bank letter of credit does not relieve Pac-West from timely compliance with its payment obligations under this Agreement.

APPENDIX ROW

RIGHTS OF WAY (ROW), CONDUITS, POLE ATTACHMENTS

This Agreement contains arbitrated language in accordance with Application 02-03-059. All arbitrated language is noted as italicized language.

RIGHTS OF WAY (ROW) , CONDUITS, POLE ATTACHMENTS

1. INTRODUCTION

This Attachment sets forth the requirements for Rights of Way, Conduits, and Pole Attachments.

2. DEFINITIONS:

2.1 A Right of Way (ROW) is the right to use the land or other property of another party to place poles, conduits, cables, other structures, and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

2.2 A conduit is a tube or similar enclosure that may be used to house communication or communication-related power cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An innerduct is a separate tube or enclosure within a conduit.

2.3 A pole attachment is the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding, and transmission cable, and equipment boxes.

3. GENERAL REQUIREMENTS

3.1 PACIFIC shall make ROW, conduit, and pole attachments available to CARRIER through agreements consistent with applicable regulations of the FCC and the Commission and this Attachment 7, or through tariffs, in the event PACIFIC files tariffs covering such facilities.

3.2 PACIFIC shall provide CARRIER with non-discriminatory and competitively neutral access, on a first-come, first-served basis, to ROW, conduit, ducts, pole attachments, and entrance facilities that PACIFIC owns or controls.

3.3 Upon request, PACIFIC shall provide CARRIER reasonable access on a non-discriminatory and competitively neutral basis to building entrance facilities (including but not limited to cable vault, conduit, equipment rooms, and telephone closets) that are owned or controlled by PACIFIC, provided the security of PACIFIC's facilities is maintained at all times. For some locations, CARRIER personnel must be escorted, and the parties will negotiate a reasonable arrangement, including administrative costs, if any, for such escorted access.

3.4 PACIFIC may not favor itself in granting access to a ROW, conduit or pole attachment. PACIFIC shall not deny a request from CARRIER for access to a

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ROW, conduit or pole attachment on the basis that such space is reserved for PACIFIC's future business needs, except as provided in Sections 3.5, 3.5.1, and 3.6.

3.5 PACIFIC may reserve capacity for projects for which it has undertaken engineering studies meeting the requirements of Section 3.5.1 with a view toward initiation of physical construction activities within six (6) months after the date of CARRIER's request or within eighteen (18) months after the date of CARRIER's request if PACIFIC can demonstrate a definitive schedule for completion of the project with eighteen (18) months and that it is not possible to commence construction within six (6) months due to action required by others.

3.6 At CARRIER's request, in the event PACIFIC denies a CARRIER request for access pursuant to Section 3.5, the parties shall supply to each other within thirty (30) days of the denial, subject to Section 18 of this Agreement, copies of their respective engineering studies relating to the disputed space. PACIFIC shall prevail in its denial of space to CARRIER only if PACIFIC's engineering studies have the same or greater level of detail and completeness as CARRIER's studies. The parties shall meet and confer in an effort to reach an agreement that PACIFIC's engineering studies meet this standard. If the parties fail to agree, either party may invoke the alternative dispute resolution process set forth in Attachment 3.

3.7 The duties of PACIFIC described in Sections 3.5 and 3.5.1 shall be subject to expansion or contraction in accordance with rules adopted by the Commission that constitute regulation of rates, terms and conditions for pole attachments within the meaning of Section 224(c)(3) of the Act.

3.8 PACIFIC may designate one innerduct in a multi-duct conduit (or, one duct, in the case of a multi-duct conduit where large sized copper cables are housed) for maintenance purposes, for the benefit of all users of the conduit. No party shall use the maintenance innerduct (or the maintenance duct in the case of conduit housing copper cables) except for maintenance purposes.

3.9 In cases where PACIFIC reasonably believes that there is insufficient capacity to grant a request from CARRIER for access to a ROW, conduit or pole attachment, PACIFIC must take all reasonable steps to accommodate CARRIER's request and explore potential accommodations in good faith with CARRIER.

3.10 In the event of an emergency affecting ROW, conduit or pole attachments made available by PACIFIC to CARRIER, PACIFIC shall follow the mutually agreed upon Emergency Restoration Procedures attached to this Attachment 7 as Exhibit A.

3.11 Upon request of CARRIER, PACIFIC shall provide to CARRIER the names and numbers of the regional Single Points of Contact (SPOC) for administering all structure licensing and ROW agreements within each defined geographical area.

3.12 To obtain access to poles, ducts, conduits, and rights-of-way as described below, CARRIER must execute a separate Structure License Agreement with PACIFIC.

4. REQUESTS FOR SPACE

4.1 Upon being presented with a CARRIER written request for access to PACIFIC'S conduits or poles, PACIFIC will accept or reject CARRIER's request in writing as soon as possible, but within forty-five (45) days, unless PACIFIC cannot accept or reject within forty-five (45) days due to the complexity of the request. In such cases, the Parties will mutually agree upon an appropriate extension of time.

4.2 If PACIFIC denies an application by CARRIER for conduit or pole space, its denial must be specific, and include all relevant evidence or information supporting the denial.

5. REQUESTS FOR DRAWINGS

5.1 At CARRIER's request, PACIFIC shall provide CARRIER with detailed engineering records and drawings of conduit, poles, and other ROW paths in selected areas as specified by CARRIER within a reasonable time frame.

5.2 PACIFIC shall allow personnel designated by CARRIER to examine conduit system or pole line diagrams at PACIFIC's offices, provided that, for security reasons, a non-disclosure agreement is signed and CARRIER representative is limited to a specific area within the PACIFIC office or PACIFIC will make copies of such prints for CARRIER at CARRIER's expense, or a mutually agreed upon third party will be permitted to examine the diagrams.

6. REQUESTS FOR INFORMATION

6.1 CARRIER may submit a written request for information to PACIFIC before submitting a request for conduit or pole space in a specified location.

6.2 PACIFIC shall provide information regarding the availability and condition of conduit or pole attachments within ten (10) business days of CARRIER's written request for a records-based answer and twenty (20) business days of CARRIER's request for a field based answer. In the event CARRIER's written request seeks information about the availability of more than five (5) miles of conduit or more than 500 poles, PACIFIC shall (1) provide an initial response within ten (10) business days; (2) use reasonable best efforts to complete its response within thirty (30) business days; and (3) if PACIFIC is unable to complete its response within thirty (30) business days or if the parties are unable to agree upon a mutually satisfactory long time period for PACIFIC's response, PACIFIC will hire outside contractors at CARRIER's expense, not to exceed PACIFIC's customary charge for the same work, provided that before proceeding with such outside hiring, PACIFIC shall provide to CARRIER the contractor's work order and hourly rate.

6.3 CARRIER shall have the option to be present at the field based survey and PACIFIC shall provide CARRIER at least twenty-four (24) hours notice prior to start of such field survey. By prior arrangement, PACIFIC shall allow CARRIER personnel, accompanied by a PACIFIC escort, to enter manholes and view pole structures.

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7. MAKE READY WORK

7.1 PACIFIC shall complete the “make ready work” required on poles or within conduit to enable CARRIER to install its facilities. This work shall be accomplished by PACIFIC at a reasonable cost within thirty (30) business days, except that if PACIFIC requires longer than thirty (30) business days or if the parties are unable to agree upon a mutually satisfactory longer time period for completion of the make ready work, outside contractors may be hired at CARRIER’s expense to do the work. In that event, PACIFIC and CARRIER shall confer and agree which party shall hire the contractors. If CARRIER hires the contractors, they must meet PACIFIC’s reasonable standards. If PACIFIC hires the contractors, before proceeding with the work, PACIFIC shall provide to CARRIER the contractor’s work order and hourly rate, which shall not exceed PACIFIC’s customary charge for the same work.

8. POLE ATTACHMENTS

8.1 Pole Attachments will be placed in the space on the pole designated for communications use. This space is generally located below electric supply circuits and excludes the neutral space between the electrical and communication space.

8.2 PACIFIC shall not attach, or permit other entities to attach, facilities on existing CARRIER facilities without CARRIER’s prior written consent, except that such consent shall not be required for attachments to facilities such as arms and brackets that are designed for more than one cable.

8.3 CARRIER may, at its option, make pole attachments using CARRIER or CARRIER-designated personnel. CARRIER shall follow the methods and procedures for making pole attachments set forth in California Public Utilities Commission General Order No. 95 and any additional standards provided to CARRIER by PACIFIC.

9. CONDUITS

9.1 To the extent that space is available as reasonably determined by PACIFIC, PACIFIC shall provide CARRIER space in manholes for racking and storage of cable and other materials as requested by CARRIER on a nondiscriminatory, first-come, first-served basis.

9.2 PACIFIC shall remove any retired cable from its conduit at CARRIER’s expense within a reasonable period of time if necessary to make conduit space available for CARRIER.

9.3 Upon prior notice to PACIFIC, CARRIER may conduct maintenance procedures in conduit space leased from PACIFIC. PACIFIC may dispatch a PACIFIC technician at CARRIER’s expense to oversee CARRIER’s work.

9.4 Subject to accepted industry safety and engineering standards, PACIFIC shall not restrict, withhold or unreasonably delay any modifications to conduit systems necessary to allow access to and/or egress from such systems, provided that CARRIER

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must obtain certification of a professional structural engineer for modifications to post 1960 structures ensuring that the modifications will not adversely impact the structural integrity of the manhole.

9.5 Subject to accepted industry safety and engineering standards, PACIFIC will permit manhole interconnections, breaking out of PACIFIC manholes and breaking out of PACIFIC conduit for the benefit of CARRIER. PACIFIC may not limit new duct entrances to pre-cast knockouts, provided that CARRIER must obtain certification of a professional structural engineer for modifications to post-1960 structures ensuring that the modifications will not adversely impact the structural integrity of the manhole.

10. INNERDUCTS

10.1 PACIFIC will permit CARRIER, on a first-come, first-served basis, to license the use of innerducts in ducts in which PACIFIC already occupies as innerduct as long as one spare innerduct for maintenance purposes remains available. If an innerduct licensed by CARRIER becomes defective, CARRIER may use the spare maintenance innerduct as long as CARRIER repairs the defective innerduct for use as a new maintenance spare as soon as possible.

10.2 Where spare inner duct does not exist, PACIFIC shall allow CARRIER to install inner duct in a spare PACIFIC conduit, provided that CARRIER complies with applicable law and PACIFIC's construction standards.

11. ACCESS TO PRIVATE EASEMENTS

11.1 PACIFIC shall not block any third party assignment of ROW to CARRIER.

11.2 To the extent space is available, PACIFIC shall provide access to ROWs it has obtained from a third party to CARRIER on a nondiscriminatory, first-come, first-served basis, provided that any underlying agreement with such third party permits PACIFIC to provide such access, and provided that CARRIER agrees to indemnify PACIFIC for any liability arising out of such access or use.

11.3 PACIFIC will, upon request by CARRIER, grant CARRIER access to any private easement held by PACIFIC, in a mutually agreeable form of sub-easement, assignment or other appropriate access. PACIFIC's charge for such access shall be a pro rata portion of (a) the charge paid by PACIFIC to the grantor of the easement and (b) any other documented administrative and engineering costs incurred by PACIFIC in obtaining the original easement, both of which shall be determined on a case-by-case basis and calculated by taking into account (i) the size of the area to be used by CARRIER and (ii) the number of users of PACIFIC's easement. CARRIER shall also pay the reasonable documented administrative cost incurred by PACIFIC in processing such requests for access.

12. DISPUTE RESOLUTION

12.1 If the parties are unable to agree on a matter involving access by CARRIER to a ROW, conduit, innerducts, pole, entrance facility, or private easement owned or controlled by PACIFIC, either party may submit the matter to the dispute resolution process set forth in Attachment 3 to this Agreement or may invoke applicable dispute resolution procedures described in the Act and the FCC's First Interconnection Order, sections 1217 through 1231.

EMERGENCY RESTORAL PROCEDURES

General

In the event of an emergency, restoration procedures may be affected by the presence of CARRIER facilities in or on PACIFIC structures. While PACIFIC maintains no responsibility for the repair of damaged CARRIER facilities (except under a special maintenance contract), it must nonetheless control access to CARRIER structures if restoral of affected facilities is to be achieved in an orderly fashion.

Prioritizing

Where PACIFIC and CARRIER are involved in emergency restorals, access to PACIFIC's structures will be controlled by PACIFIC's Maintenance District Manager or his/her on-site representative according to the following guidelines:

Service Disruptions/Outages

While exercising its right to first access, PACIFIC should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.

Where simultaneous access is not possible, access will next be granted according to longevity in/on the structure (*i.e.*, first in time, first in right).

Where longevity in the structure cannot be ascertained, access will be prioritized on a first come, first served basis.

Service Affecting

While exercising its right to first access, PACIFIC should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.

Where simultaneous access is not possible, access will next be granted to occupants according to the level of damage to its facilities and the likelihood that damage will result in service disruption. Where likelihood that damage will result is not clearly discernible, access will be granted according to longevity in/on the structure (*i.e.*, first in time, first in right).

Where longevity in the structure cannot be ascertained, access will be prioritized a first come, first served basis.

Point of Contact

When an emergency situation arises which necessitates CARRIER access to a manhole after PACIFIC's normal business hours, CARRIER should call PACIFIC's Interconnection Service Center (ISC). All calls during normal business hours must be directed to the appropriate PACIFIC Single Point of Contact (SPOC). For after-hours

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calls, PACIFIC's ISC will contact the Maintenance Center responsible for after-hours coverage of the affected area. The maintenance supervisor contacted by the ISC will return CARRIER's call and will arrange for access with on-call maintenance field personnel during the emergency condition.

APPENDIX SS7

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APPENDIX SS7

APPENDIX FOR THE PROVISION OF SS7 SERVICE

This Appendix sets forth the terms and conditions under which PACIFIC shall provide to Pac-West certain Common Channel Signaling/Signaling System 7 (“CCS/SS7”) services, herein referred to as “SS7 Service”.

This Appendix provides for the use of PACIFIC’s Common Channel Signaling network, which uses the Signaling System 7 (“SS7”) protocol, and for a Dedicated Signaling Link, which provides network interconnection to PACIFIC’s Signal Transfer Points (“STPs”), including facilities. SS7 Service provides CCS/SS7 functionality and translations to support SS7-based services and applications as they become available and as facilities permit.

SS7 Service includes the screening of messages based on origination signaling point code and the routing of messages by PACIFIC’s mated pair of STPs. Services such as STP ports and Signaling Link interconnection, and 800 Data Base Access will be provided pursuant to this Appendix SS7, Appendix 800, and Appendix PRICING. Arrangements for services should be made through PACIFIC’s Service Center.

1. SERVICE DESCRIPTION

1.1 SS7 - Transport

1.1.1 SS7 transport provides for the routing and screening of SS7 messages from PACIFIC’s pair of STPs (i.e. a mated pair) to a regional pair of STPs. The screening of messages provides for Pac-West designation of signaling points associated with Pac-West and controls which messages may be allowed or not allowed by PACIFIC’s STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation of the message address, if needed.

1.1.2 SS7 transport provides routing of messages for all parts of the SS7 protocol including, for example, Message Transfer Part (“MTP”) messages, Integrated Services Digital Network User Part (“ISDNUP” or “ISUP”) messages, Signaling Connection and Control Part (“SCCP”) messages, and Transaction Capability Application Part (“TCAP”) messages. SS7 transport provides for screening and routing of signaling messages based on the SS7 protocol. These messages may support other applications and services, such as, Toll Free Database services. SS7 transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of PACIFIC’s STP. These services are restricted to PACIFIC’s existing database services.

1.1.3 SS7 transport provides screening and routing of messages that are generated by the action of Pac-West’s signaling point, or messages that are generated by a signaling point connected via Pac-West’s signaling point.

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1.2 Signaling Links

1.2.1 Dedicated Signaling Links provide physical access to PACIFIC's signaling network. The links are fully dedicated to the use of Pac-West and provide the screening and routing usage for PACIFIC's STP to which the link is connected. Signaling Links are provided as a set of links connecting to PACIFIC's mated pair of STPs. Signaling Links are dedicated two-way digital data circuits that interconnect PACIFIC's STP locations and Pac-West's signaling points at Signaling Point of Interface ("SPOI") locations. Signaling links are available to CLECs for their use in furnishing SS7-based services or applications to their End Users or other users of SS7 signaling information.

1.2.2 Signaling links must include the following elements:

1.2.2.1 Cross Connect

The Cross Connect provides a DS-0 connection and access point for testing in PACIFIC's STP building. The cross connect connects the STP Port Termination to Pac-West's unbundled dedicated transport, to a collocation cage or to a STP Access Link. It must be purchased separately from Appendix UNE.

1.2.2.2 STP Port

The STP Port is the physical termination of the signaling link (i.e. 56 kbps circuit) at PACIFIC's STP. An STP Port is used for each 56 kbps Cross Connect terminated at PACIFIC's STP.

1.2.2.3 SS7 Link

The SS7 Link provides a 56 kilobit per second digital facility when Pac-West requires an interoffice facility to connect from Pac-West's Dedicated Transport or Entrance Facility to the STP building location.

1.2.3 The STP Port shall provide for the use of PACIFIC's STP to which the port is connected.

1.2.4 Pac-West shall provide the portion of the signaling link from Pac-West's premises within the LATA to PACIFIC's STP location using unbundled dedicated transport, or the optional bundled SS7 link and STP port. Pac-West shall notify PACIFIC that the facility contains a signaling link service. Multiple facilities provided by PACIFIC will be identified so that PACIFIC may maintain facility diversity between links and linksets that require diversity. Pac-West shall identify the DS-1 and the channel of a DS-1 that will be used for the signaling link.

1.2.5 Pac-West shall identify to PACIFIC the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location PACIFIC shall provide a STP Link. The STP Access Link will connect to the DS-0 Cross Connect at the STP location.

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1.2.6 When Pac-West uses an alternative DS-1 facility or arrangements, or agrees to allow a physical degree of diversity or performance that is not in accordance with the specifications of Bellcore, GR-905-CORE, PACIFIC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

1.2.7 Signaling links are subject to PACIFIC interoperability testing and certification requirements per the Network Operations Forum Reference Document, per Bellcore, GR-905-CORE and per (PUB L-780023-PB/NB). First interconnections to PACIFIC's signaling network per Pac-West and per signaling point type of equipment will require Pac-West's completion of PACIFIC's CCS/SS7 interconnection questionnaire and pre-ordering meetings to exchange information and schedule inter-operability testing and pre-ordering meetings.

1.3 Transit Signaling

Transit signaling will provide the ability for an Interconnecting Network ("ICN") to pass signaling information through PACIFIC's signaling network to a third party without requiring a trunking connection by the third party with PACIFIC. The ICN will not be required to purchase signaling links to the third party. Instead, the ICN will provide PACIFIC with information necessary to complete local calls.

2. **DEFINITIONS**

2.1 Common Channel Signaling ("CCS")

A high-speed specialized packet switched communications network that is separate (out-of-band) from the public packet switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points (SS7 nodes) in the CCS network.

2.2 Interoperability Testing

Testing performed by representatives from PACIFIC and Pac-West to determine proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing.

2.3 Octet

8-bits of binary information.

2.4 Service Control Point ("SCP")

A node in the CCS network that provides a database functionality.

2.5 Service Switching Point (“SSP”)

A signaling point that can launch queries to databases and receive/interpret responses used to provide specific End User services.

2.6 Signal Transfer Point (“STP”)

A packet switch in the CCS network that is used to route SS7 protocol signaling messages between signaling nodes. A STP provides screening and routing of SS7 messages. STPs transfer signaling messages to other networks. PACIFIC’s signaling network includes mated pairs of local and regional STPs.

2.7 Signaling Link

An end-to-end high-capacity digital, data quality, link operating at 56 kilobits per second that transmits signaling information in the form of signaling messages from one network SS7 node to another node in a CCS network. The Link Type identifies the functionality of the signaling link sets. Signaling links provide physical interconnection between signaling points of another party and PACIFIC’s STPs.

2.8 Signaling Point (“SP”)

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

2.9 Signaling Point Code (“SPC”)

An identifier code that identifies a signaling point in the CCS network. The signaling point code provides an address within the CCS network which enables messages to be routed to signaling points. Signaling Point Codes are 24-bit binary numbers comprised of three segments:

- (a) the Network Identification;
- (b) the Network Cluster; and
- (c) the Member number within the cluster.

Signaling Point Codes are represented digitally as AAA-AAA-AAA, where “AAA” represents a decimal number from 000 to 255.

2.10 Signaling Point of Interface (“SPOI”)

A mutually agreed point at which PACIFIC hands off signaling information to Pac-West.

2.11 Signaling System 7 (“SS7”)

See SS7 Protocol.

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2.12 Signaling System 7 (“SS7”) Protocol

The signaling protocol, Version 7, used by the nodes of the CCS network. The SS7 protocol used by PACIFIC is the American National Standards Institute (“ANSI”) standard protocol defined by Bellcore Generic Requirement, GR-246-CORE, defined by Bellcore requirements (GR-317-CORE, GR-394-CORE, GR-444-Core, GR-606-CORE, GR-82-CORE, GR-905-CORE and various other documents) and defined by PACIFIC’s Technical Publication L-780023 PB/LB.

3. **MANNER OF PROVISIONING**

3.1 SS7 Transport

3.1.1 Pac-West shall use SS7 transport subject to the screening and routing information of PACIFIC’s STPs. PACIFIC shall provide information to Pac-West on the routes and signaling point codes served by PACIFIC’s STPs.

3.1.2 SS7 transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

3.1.3 Pac-West shall route TCAP to PACIFIC’s “regional” STP pair that directly serves the database of TCAP messages.

3.1.4 When Pac-West requires modification of PACIFIC’s SS7 Service components not otherwise provided in this Appendix, the modifications may be furnished pursuant to the Network Element Bona Fide Request (“BFR”) process as outlined in Appendix UNE.

3.1.5 SS7 transport provides a signaling route for messages only to signaling points to which PACIFIC has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When PACIFIC does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other PACIFIC pairs of STPs, until ordered. When PACIFIC or Pac-West, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within and connected to PACIFIC’s signaling network per the standard requirements of the SS7 protocol.

3.1.6 Disputes concerning the association of a signaling point among specific link sets associated with PACIFIC’s mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (“LERG”), Section 1, Assignment of Signaling Point Codes.

3.2 Signaling Links

3.2.1 Pac-West shall provide the signaling points and signaling point codes associated with Pac-West. Pac-West shall provide information to PACIFIC to allow PACIFIC to translate PACIFIC STPs. The information shall define the screening

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and routing information for the signaling point codes of Pac-West. This information may include global title address, translation type and subsystem designations as needed.

3.2.2 PACIFIC mated pairs of STPs shall connect to Pac-West premises (including collocation locations) within the same LATA. A set of links can be either:

(a) “A” Link Sets from Pac-West’s Signaling Point (“SP”)/Service Switching Point (“SSP”). A minimum of two links will be required, one from the SP/SSP to each STP; or,

(b) “B/D” Link Sets from STPs that are connected to PACIFIC’s mated pair of STPs. A minimum of four links will be required (*i.e.*, a “quad”) between the two pairs of STPs. When Pac-West provides its own channelized facility, an STP Port and Cross Connect is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (“NECA”) Tariff FCC No. 4.

3.3 A pre-order meeting will define PACIFIC’s facility availability and the degree of diversity in both PACIFIC’s physical network and Pac-West’s physical network from signaling point to signaling point for the link.

3.4 When Pac-West requires an SS7 Link, Pac-West and PACIFIC shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The degree of diversity in both PACIFIC’s network and Pac-West’s network shall be exchanged. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives. If Pac-West requires a degree of diversity greater than is available in PACIFIC’s network, Pac-West shall submit a BFR.

3.5 All applicable signaling point codes for each signaling link must be installed at each of PACIFIC’s interconnecting STPs.

3.6 Call set-up times may be adversely affected when Pac-West, using SS7 signaling, employs intermediate Access Tandems in its network. PACIFIC makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-PACIFIC signaling points.

3.7 Provisioning of the SS7 Service is in accordance with PACIFIC’s CCS/SS7 Network Interface Specifications (PUB L780023-PB/NB) and Bellcore Common Channel Network Interface Specification (GR-905-CORE), as amended.

3.8 When Pac-West uses the SS7 Links of another party (the Signaling Service Provider), Pac-West shall submit a Shared Service Agreement to PACIFIC. The Signaling Service Provider shall also submit an order for PACIFIC to change the routing or screening information associated with its signaling links.

4. DESCRIPTION OF RATE ELEMENTS

Where applicable the following rate elements apply to SS7 Service:

4.1 SS7 Transport

4.1.1 SS7 Transport shall be measured per octet of information screened and routed.

4.1.2 Pac-West shall pay the SS7 Transport Per Octet rate element, at such time as PACIFIC is able to measure, for the screening and routing of messages by each additional PACIFIC STP pair. A usage rate will apply per octet generated by action of Pac-West.

4.2 Dedicated Signaling Links

4.2.1 SS7 Link Cross Connect

When Pac-West cross connects signaling links to a collocation cage, Pac-West shall purchase the cross connect as specified in Appendix PRICING.

4.2.2 STP Port

4.2.2.1 Pac-West shall pay the STP Port rate element for each termination of the SS7 Link Cross Connect at PACIFIC's STP. One STP Port must be installed at PACIFIC's interconnecting STP for each SS7 Link.

4.2.2.2 A fixed recurring monthly rate and nonrecurring rate applies per port.

4.2.3 SS7 Link

Pac-West shall pay the SS7 Link rate element for each SS7 Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month in addition to the appropriate nonrecurring rates.

4.3 Transit Signaling

Pac-West shall pay the nonrecurring charge for Transit Signaling for translations work performed for each STP.

4.4 Service Rearrangement

Pac-West shall pay charges for rearrangement of the SS7 Service which are not specifically addressed pursuant to the "BFR" process.

5. RATES AND CHARGES

5.1 Appendix PRICING, which is attached hereto and made a part hereof, contains the Rates and Charges for the elements described above.

5.2 Mileage is calculated based on the airline distance between the locations involved, using the V & H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariffs FCC No. 4 and 5.

6. ORDERING THE SERVICE

Pac-West shall abide by the following ordering guidelines:

6.1 SS7 Service

Pac-West shall submit an LSR, identifying the set of links Pac-West will use and identifying the service(s) associated with each SPC. Pac-West shall identify Signaling Point Code and Global Title Translation information that must be translated into PACIFIC's STPs.

6.2 Dedicated Signaling Links

Pac-West shall submit an LSR identifying PACIFIC's STPs, Pac-West's premises, the circuit interconnection arrangement at Pac-West's Dedicated Transport location and Pac-West's signaling point. Pac-West shall identify Signaling Point Code and the services associated with each SPC.

6.3 Call Set-Up Translations

Pac-West shall submit an LSR identifying PACIFIC's STPs and Pac-West's signaling point code information that must be added or changed in PACIFIC's STP translations. Pac-West shall identify the SPC(s) and the services associated with each SPC.

6.4 Transit Signaling

Pac-West shall submit an ISR containing the following in addition to the normally supplied information of the ordering Party's ACNA and Third Party Circuit ID ("TSC"):

- (a) Origination Point Code ("OPC");
- (b) Destination Point Code ("DCP");
- (c) Third Party ACNA
- (d) Third Party Circuit ID ("TSC")

6.5 Service Rearrangement

Pac-West shall order a SS7 Signaling Service Rearrangement per a BFR. The Parties shall meet to develop guidelines for SS7 service rearrangements on a case-by-case basis.

7. **RESPONSIBILITIES OF PACIFIC**

7.1 PACIFIC shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of PACIFIC or Pac-West facilities, natural disasters, mass calling, or national security demands.

7.2 PACIFIC shall determine the GTT and Translation Type ("TT") route for messages routed to GTT which are associated with PACIFIC signaling points.

7.3 Regional functions and local functions of PACIFIC's STPs are decided in the technical publication (PUB L-780023-PB/NB). PACIFIC will route ISUP messages within PACIFIC's signaling network subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

7.4 In the event that PACIFIC provides under this contract special service arrangements associated with diversity or other arrangements that do not strictly adhere to GR-905-CORE and PUB L-780023-PB/NB and are of non-compliance to the technical publications or not certified by PACIFIC, Pac-West acknowledges that the service performance standards need not be met in the provision of the total service.

7.5 PACIFIC shall route messages generated by the action of Pac-West throughout PACIFIC's signaling network. The content of the messages is for the use of signaling points of origination and destination. PACIFIC will not use any information within messages for any purpose not required by or related to the use of PACIFIC's signaling network. PACIFIC will not divulge any message or any part of messages generated by Pac-West to any other party, except as required to manage PACIFIC's signaling network or as may be required by law.

7.6 PACIFIC shall determine the monthly charges and issue an invoice to the billing address of Pac-West for the respective service(s) requested by Pac-West and provided by PACIFIC. The invoice will identify nonrecurring charges, recurring charges, and other charges and credits, as they apply.

7.7 PACIFIC shall work cooperatively and provide knowledgeable personnel to meet with Pac-West in order to provision, test, and install the SS7 Service in a timely fashion.

8. RESPONSIBILITIES OF PAC-WEST

8.1 Pac-West shall provision the signaling links at Pac-West's premises and from Pac-West's premises to PACIFIC's STP location in a diverse, reliable, and technically acceptable manner in accordance with the standard SS7 protocol, as described in Bellcore GR-905-CORE, and PACIFIC's network.

8.2 If Pac-West requires a greater degree of diversity than PACIFIC provides in the existing network, a special facility, or a special routing of services, Pac-West agrees to initiate a Wholesale Construction request and pay additional charges as PACIFIC may reasonably determine.

8.3 Pac-West shall identify to PACIFIC the SPC(s) associated with Pac-West's set of links.

8.4 When Pac-West orders the use of PACIFIC's STP, Pac-West shall specify the set of signaling links to be used. If the links are provided to another party, Pac-West shall warrant to PACIFIC that the other party is aware of the charges associated with the use of the STP and that the other party will pay the monthly charges for the use of PACIFIC's STP.

8.5 Pac-West shall identify to PACIFIC the Global Title and Translation Type information for messages that route to Pac-West.

8.6 When routing messages addressed to PACIFIC's Subsystem Number ("SSN"), Pac-West shall use PACIFIC's defined SSN designation of PACIFIC's mated STP pair to which the message is routed.

8.7 Pac-West shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with PACIFIC's signaling network.

8.8 Pac-West shall verify the accuracy of information concerning the services ordered by Pac-West.

8.9 Pac-West shall designate the level of diversity associated with Pac-West's premises. PACIFIC shall provide the same degree of diversity as Pac-West provides.

8.10 Pac-West shall work cooperatively and provide knowledgeable personnel to meet with PACIFIC in order to provision, test, and install the SS7 Service in a timely fashion.

8.11 Pac-West shall furnish to PACIFIC, at the time the SS7 Service is ordered and annually thereafter, an updated three-year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour/busy month volumes. PACIFIC shall utilize the forecast in its own efforts to project further facility requirements.

9. RESPONSIBILITIES OF THE PARTIES (PAC-WEST AND PACIFIC)

The Parties will exchange TCAP messages to facilitate full interoperability of CCS-based features and functions, to the extent each Party offers such features and functions to its own End Users. All CCS signaling parameters will be provided including CPN. All privacy indicators will be honored.

APPENDIX UNE

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APPENDIX: UNBUNDLED NETWORK ELEMENTS

1. INTRODUCTION

This Appendix UNE (Unbundled Network Elements) to the Agreement sets forth the terms and conditions pursuant to which PACIFIC agrees to furnish Pac-West access to UNEs. CLECs seeking to provide service to End Users through use of multiple PACIFIC UNEs are responsible for combining those PACIFIC UNEs into finished services. PACIFIC will provide access to UNEs under the terms and conditions listed below. The connection between a PACIFIC UNE and a non PACIFIC facility will be performed as prescribed in the applicable tariff or as otherwise agreed upon by the parties in an interconnection agreement. The prices for Network Elements are set forth in Appendix PRICING. These prices are interim prices only and are subject to change to conform with the rates for unbundled Network Elements and non-recurring charges adopted by the Commission subsequent to the Effective Date of this Agreement. Once the Commission-determined prices are adopted, said prices will be substituted for the interim prices and shall apply for the remainder of the Term of this Agreement.

2. GENERAL TERMS AND CONDITIONS

2.1 PACIFIC and Pac-West may agree to connect Pac-West's facilities with PACIFIC's network at any technically feasible point for access to Unbundled Network Elements for the provision by Pac-West of a Telecommunications Service. ((Act, § 251(c)(2)(B); 47 CFR § 51.305(a)(2)(vi))

2.2 PACIFIC will provide Pac-West nondiscriminatory access to Unbundled Network Elements: (Act, § 251(c)(3), Act, § 271(c)(2)(B)(ii); 47 CFR § 51.307(a))

(a) at any technically feasible point (Act, § 251(c)(3); 47 CFR § 51.307(a));

(b) at the rates, terms, and conditions herein and in Appendix PRICING which are just, reasonable, and nondiscriminatory (Act, § 251(c)(3); 47 CFR § 51.307(a));

(c) in a manner that allows Pac-West to provide any telecommunications service that may be offered by means of that element (Act, § 251(c)(3); 47 CFR § 51.307(c));

(d) in a manner that allows access to the facility or functionality of a network element to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));

(e) with technical information regarding PACIFIC's facilities to enable Pac-West to achieve access to elements (47 CFR § 51.307(e));

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(f) without limitations, restrictions, or requirements on requests that would impair Pac-West's ability to provide a telecommunications service in a manner it intends (47 CFR § 51.309(a));

(g) in a manner that allows Pac-West to purchase access to an Unbundled Network Element to use such network element to provide exchange access service to itself, in order to provide interexchange services to subscribers (47 CFR § 51.309(b)); and

(h) where applicable, on terms and conditions of access to elements shall be no less favorable than terms and conditions under which PACIFIC provides such elements to itself (47 CFR § 51.313(b)).

2.3 Pac-West is entitled to exclusive use of an unbundled network facility for a period of time, and to use of an unbundled feature, function, or capability for a period of time (47 CFR § 51.309(c)).

2.4 PACIFIC shall retain the duty to maintain, repair, or replace Unbundled Network Elements (47 CFR § 51.309(c)) as provided for in Section 12.5, below.

2.5 Where technically feasible, quality of the element and access to the element shall be at least equal to what PACIFIC provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a),(b)).

2.6 PACIFIC shall offer terms and conditions of access to elements equally to all CLECs through Section 30.16 of General Terms and Conditions to this Agreement. (47 CFR § 51.313(a))

2.7 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.8 Network elements provided to Pac-West under the provisions of this Appendix will remain the property of PACIFIC.

2.9 Access to Unbundled Network Elements

This Section 2.9 describes the methods under which PACIFIC agrees to provide CLECs (both those CLECs which own facilities and those who operate without owning facilities) with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which PACIFIC makes these methods available. These methods provide Pac-West access to multiple PACIFIC UNEs which the Pac-West may then combine. The methods listed below provide Pac-West with access to UNEs without compromising the security, integrity, and reliability of the Public Switch Network, as well as to minimize potential service disruptions.

2.9.1 Subject to availability of space and equipment, Pac-West may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested PACIFIC central office.

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2.9.1.1 (Method 1)

If a Pac-West is physically collocated, PACIFIC will extend PACIFIC UNEs that require cross connection to Pac-West's physical collocation Point of Termination (POT) frame within the same Central Office where the UNEs which are to be combined are located.

2.9.1.2 (Method 2)

If Pac-West is physically collocated, PACIFIC will extend PACIFIC UNEs that require cross connection to the Pac-West UNE Frame located in a collocation common area within the same Central Office where the UNEs which are to be combined are located.

2.9.1.3 (Method 3)

PACIFIC will extend PACIFIC UNEs to the Pac-West's UNE frame that is located outside the PACIFIC Central Office where the UNEs are to be combined in a closure such as a cabinet provided by PACIFIC on PACIFIC property.

2.9.1.4 (Method 4)

PACIFIC will extend PACIFIC UNEs to the Pac-West's UNE frame that is located outside the PACIFIC Central Office where the UNEs are to be combined in a closure such as a cabinet provided by PACIFIC on PACIFIC property.

2.9.2 The following terms and conditions apply when PACIFIC provides access pursuant to Sections 2.9.1.1 through 2.9.1.5:

2.9.2.1 The terms and conditions for CLECs choosing to access PACIFIC's UNEs through physical collocation arrangements are set forth in Appendix PHYSICAL COLLOCATION which may be added to this Agreement by written amendment.

2.9.2.2 Access to UNEs via Method 1 is only available to physically collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of PACIFIC Central Office space and equipment.

2.9.2.4 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer central offices, PACIFIC will provide a written reply notifying the requesting Pac-West of the method(s) of access available in the requested central offices. For requests impacting four (4) or more central offices the Parties will agree to an implementation schedule for access to UNEs.

2.9.2.6 The Pac-West may cancel the request at any time, but will pay PACIFIC's reasonable and demonstrable costs for modifying its central office up to the date of cancellation.

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2.9.2.7 A CLEC electing to exercise Method 5 shall perform all construction, cabling, and connection work required to reach the PACIFIC manhole nearest the requested PACIFIC Central Office, including the excess cable as outlined in 2.9.1.5. Pac-West shall obtain all necessary rights of way, easements, and other third party permissions.

2.9.2.8 Pac-West shall be responsible for initial testing and trouble sectionalization of facilities containing Pac-West installed cross connects.

2.9.2.9 Pac-West shall refer trouble sectionalized in the PACIFIC UNE to PACIFIC.

2.9.2.10 Prior to PACIFIC providing access to UNEs under this Appendix, Pac-West and PACIFIC shall provide each other with a point of contact for overall coordination.

2.9.2.11 Pac-West shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

2.9.2.12 All tools, procedures, and equipment used by Pac-West to connect to PACIFIC's network shall comply with technical standards set out in PACIFIC's Technical Publication- Access to UNEs for CLECs, to reduce the risk of damage to the network and customer disruption.

2.9.2.13 Pac-West shall be responsible for Pac-West's personnel observing PACIFIC's site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If PACIFIC for any reasonable and lawful reason requests Pac-West to discontinue furnishing any person provided by Pac-West for performing work on PACIFIC's premises, Pac-West shall immediately comply with such request. Such person shall leave PACIFIC's premises promptly, and Pac-West shall not furnish such person again to perform work on PACIFIC's premises without PACIFIC's consent.

2.9.2.14 Pac-West shall provide positive written acknowledgment that the requirements stated in Section 2.9.2.13 have been satisfied for each employee requiring access to PACIFIC premises and/or facilities. PACIFIC identification cards will be issued for any Pac-West employees who are designated by Pac-West as meeting the necessary requirements for access. Entry to PACIFIC premises will be granted only to Pac-West employees with such identification.

2.9.2.15 Pac-West shall designate each network element being ordered from PACIFIC. Pac-West shall provide an interface (telephone number)to receive assignment information from PACIFIC regarding location of the extended UNEs. This interface may be manual or mechanized.

2.9.2.16 PACIFIC will provide Pac-West with contact telephone numbers as necessary to resolve assignment conflicts encountered. All contact with PACIFIC shall be referred to such contact numbers.

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2.9.2.17 The Pac-West shall provide its own administrative telecommunication service at each facility and all materials needed by Pac-West at the work site. The use of Cellular Telephones is not permitted in PACIFIC equipment areas.

2.9.2.18 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to Unbundled Network Elements.

2.9.2.19 Where applicable, costs for modifying a building or preparing the premises for access to PACIFIC UNEs will be made on an individual case basis (ICB).

2.9.2.20 PACIFIC will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, PACIFIC will ensure that the first Pac-West obtaining Access to UNEs in an PACIFIC premises will not be responsible for the entire cost of site preparation and security.

2.9.2.21 PACIFIC will contract for and perform the construction and preparation activities using same or consistent practices that are used by PACIFIC for other construction and preparation work performed in the building.

2.10 Additional Network Elements

2.10.1 Various subsections below list the UNEs that Pac-West and PACIFIC have identified as of the Effective Date of this Agreement. Upon request, PACIFIC will provide access to additional Unbundled Network Elements or modifications to previously identified Unbundled Network Elements for the provision by Pac-West of a Telecommunications Service. Such requests shall be processed in accordance with the Bona Fide Request process as described in Section 2.13 below.

2.10.2 PACIFIC will provide access to network elements on an unbundled basis where technically feasible. Where facilities and equipment are not available, PACIFIC shall not be required to provide UNEs. Provided however, Pac-West may request and PACIFIC may agree, at its sole discretion, to provide Unbundled Network Elements, even where facilities do not exist, through the Bona Fide Request process.

2.11 Provisioning/Maintenance Of Network Elements

2.11.1 Access to Unbundled Network Elements are provided under this agreement over such routes, technologies, and facilities as PACIFIC may elect at its own discretion. If Pac-West requests special facilities, equipment or routing of Unbundled Network Elements, such requests will be handled under the Bona Fide Request process.

2.11.2 Subject to the terms herein, PACIFIC is responsible only for the installation, operation and maintenance of the Network Elements it provides. PACIFIC is

not otherwise responsible for the Telecommunications Services provided by Pac-West through the use of those elements.

2.11.3 Where unbundled elements provided to Pac-West are dedicated to a single End User, if such elements are for any reason disconnected they will be made available to PACIFIC for future provisioning needs, unless such element is disconnected in error. *Pac-West agrees to relinquish control of any such unbundled element within 24 hours of the disconnection of Pac-West's End User service.*

2.11.4 Pac-West shall make available at mutually agreeable times the elements provided pursuant to this Appendix in order to permit PACIFIC to make tests and adjustments appropriate for maintaining the elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

2.11.5 Pac-West's use of any PACIFIC network element, or of its own equipment or facilities in conjunction with any PACIFIC network element, will not materially interfere with or impair service over any facilities of PACIFIC, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, PACIFIC may discontinue or refuse service if Pac-West violates this provision, provided that such termination of service will be limited to Pac-West's use of the element(s) causing the violation.

2.11.6 When a PACIFIC provided tariffed or resold service is replaced by Pac-West's facility based service using any PACIFIC provided Unbundled Network Elements (including service provided exclusively via PACIFIC provided UNE(s)), Pac-West shall issue appropriate service requests in accordance with OBF guidelines, to both disconnect the existing service and connect new service to Pac-West's End User. These requests will be processed by PACIFIC, and Pac-West will be charged the applicable UNE service order charge(s). Similarly, when an End User is served by one CLEC using PACIFIC provided UNEs, the requesting CLEC shall issue appropriate service requests in accordance with OBF guidelines to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by PACIFIC and Pac-West will be charged the applicable service order charge(s).

2.11.7 Unbundled Network Elements may not be connected to or combined with PACIFIC access services or other PACIFIC tariffed service offerings with the exception of tariffed collocation services.

2.12 Performance of Network Elements

Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by

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the FCC in the Second Report and Order, CC Docket 96-98. Pac-West will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of PACIFIC, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.13 Bona Fide Request

Various sections below identify specific Unbundled Network Elements and provide the terms and conditions on which PACIFIC will offer them to Pac-West. Any request by Pac-West for an additional Unbundled Network Element, or undefined UNE, may be considered under this Bona Fide Request ("BFR") process. Where facilities and equipment are not available, Pac-West may request and PACIFIC may, at its sole discretion, agree to provide Network Elements through the BFR process.

2.13.1 Each Party will promptly consider and analyze access to new Unbundled Network Element(s) with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (reel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

2.13.2 A Network Element Bona Fide Request will be submitted in writing and will include an adequate technical description of each requested Network Element to determine technical feasibility and development requirements, the date when interconnection is requested and the projected quantity of interconnection points ordered with a demand forecast.

2.13.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but will pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

2.13.4 Within ten (10) business days of its receipt, the receiving Party will acknowledge receipt of the Network Element Bona Fide Request (BFR) and acknowledge that the BFR is complete and accurate or whether changes are required.

2.13.5 Except under extraordinary circumstances, within forty-five (45) calendar days of its receipt of a complete and accurate Bona Fide Request, the receiving Party will provide to the requesting Party a preliminary analysis of such Bona Fide Request. The preliminary analysis will confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

2.13.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it will

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promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

2.13.7 Unless the Parties otherwise agree, the Network Element Bona Fide Request must be priced in accordance with Section 252(d)(1) of the Act.

2.13.8 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

2.13.9 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote, or cancel the Network Element Bona Fide Request and pay the costs of the receiving Party pursuant to Section 2.13.3 above, or seek arbitration by the Commission pursuant to Section 252 of the Act.

2.13.10 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

3. NETWORK INTERFACE DEVICE

Pac-West may connect its local loops to customer's inside wiring through NID and an adjoining NID deployed by requesting carrier (47 CFR § 51.319(b)(2)).

3.1 The Network Interface Device ("NID") is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end-user customer each make its connections. (Note: If Pac-West purchases a PACIFIC Loop, a separate NID will not be required.)

3.1.1 Under this Agreement, PACIFIC shall offer two general types of NIDs:

3.1.1.1 Simple NID

A Simple NID is a standard network interface ("SNI") the use of which permits the End User's inside wiring to be isolated from PACIFIC's network.

3.1.1.2 Complex NID

A Complex NID is a building terminal where an End User's inside wiring terminates on PACIFIC's network.

3.2 Pac-West will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber of the PACIFIC NID.

3.3 Unless requested by Pac-West, no coordination is provided. If Pac-West requests coordination, Additional Labor Billing charges will be applied if PACIFIC incurs these costs as a result of Pac-West request, as specified in PACIFIC's general exchange tariff. In addition, unless otherwise agreed by Pac-West and PACIFIC, neither Party shall access the network side of the other Party's NID unless the owning Party's service technician is present, or unless the owning Party has already made the necessary modifications to isolate its network.

3.3.1 Upon request, PACIFIC will dispatch a technician to tag the End User's inside wire facilities on the End User's side of the NID. In such cases, a Premise Visit charge shall apply as specified in Appendix PRICING, as a Dispatch without Installation of NID.

3.4 The PACIFIC NIDs that Pac-West uses under this Appendix will be existing NIDs installed by PACIFIC to serve its customers.

3.5 Pac-West shall not attach to or disconnect PACIFIC's ground. Pac-West shall not cut or disconnect PACIFIC's loop from its protector. Pac-West shall not cut any other leads in the NID. Pac-West shall protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. Pac-West shall tighten all screws or lugs loosened by Pac-West in the NID's enclosure and replace all protective covers.

4. LOCAL LOOP

4.1 A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a PACIFIC central office and an End User customer premises. (47 CFR § 51.319(a))

4.2 PACIFIC will provide at the rates, terms, and conditions set out in Appendix PRICING the following types of Loops:

4.2.1 2-Wire Analog Loop

A 2-Wire Analog Loop supports analog voice frequency, voice band services with loop start signaling with the frequency spectrum of approximately 300 Hz and 3000 Hz.

4.2.1.1 PACIFIC will offer 5dB conditioning on a 2-Wire Analog Loop as the standard conditioning option available for ground start signaling and Reverse Battery. Applicable rates are outlined in Appendix Pricing.

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4.2.2 4-Wire Analog Loop

A 4-Wire Analog Loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog Loop provides separate transmit and receive paths.

4.2.3 2-Wire Digital Loop

A 2-Wire Digital Loop supports Basic Rate ISDN (“BRI”) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

4.2.3.1 A Facility(ies) Request Form specifying the desired loop application must be processed by PACIFIC for each new 2-Wire Digital Loop ordered to assure the facilities meet the parameters specified for such loop type. The Facility Request Form rate will be billed to Pac-West as displayed in Appendix PRICING for each loop analyzed whether or not it will support the desired application.

4.2.3.2 If the results of the Facility(ies) Request analysis indicates that special conditioning (i.e., adding or removing an existing mid-span repeater) is required to meet the parameters for this requested usage, Pac-West will be notified before commencement of the work. If Pac-West authorizes PACIFIC offered conditioning or loop modification, Pac-West will be billed for such work in addition to normal monthly and nonrecurring charges for the loop.

4.2.4 4-Wire Digital Loop

A 4-Wire Digital Loop supports DS-1 digital services including Primary Rate ISDN (“PRI”). The 4-Wire Digital Loop supports usable bandwidth up to 1.544 Mbps.

4.2.5 Enhanced Extended Loop Combination

An Enhanced Extended Loop (EEL) consists of a combination of an unbundled loop, multiplexing/concentrating equipment, and dedicated transport. The EEL allows Pac-West to serve a customer by extending a customer’s loop from the end office serving that customer to either (1) a Pac-West local switch or (2) a different end office in which Pac-West is collocated. PACIFIC agrees to provide Pac-West with extended loop functionality which is a combination of currently combined UNEs.

4.2.5.1 *The existing combination of UNEs (meaning a combination of UNEs where no physical work is required by Pacific Bell at a Pacific Bell premises, an outside plant location, or a customer premises, in order to establish physical connections between the UNEs that constitute the UNE combination) will be made available at the prices set forth in Appendix Pricing, subject to modification as set forth therein. PACIFIC shall also offer Pac-West extended loop functionality at the DS-3 level, and charges for combining such network elements shall be limited to recovering the costs PACIFIC incurs for combining such elements, without any additional markup related to the combining. Extended loop will only be*

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available to Pac-West when Pac-West *certifies that it provides a significant amount* of the End User's local telephone exchange service as defined by the FCC in Supplemental Order Clarification, Section 22, released on November 24, 1999, in Docket 96-98.

4.2.5.2 New combinations of UNEs will be made available to the extent required by FCC rules and orders and subject to the limitations as set forth in Verizon Comm. Inc. v. FCC, 122 S. Ct. 1646, at 1683-87 (2002), and to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other applicable law.

4.3 Pac-West may request additional loop types and conditioning pursuant to the Bona Fide Request process.

4.4 If Pac-West requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier ("IDLC") PACIFIC will, where available, move the requested unbundled Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to Pac-West. If, however, no spare unbundled Loop is available, PACIFIC will within two (2) business days, excluding weekends and holidays, of Pac-West's request, notify Pac-West of the lack of available facilities. Pac-West may request alternative arrangements through the Bona Fide Request process.

4.5 Forecasts

For the first six (6) months after Pac-West's first order for a Loop, Pac-West shall provide to PACIFIC forecasts of the number of loops at the LATA level. Thereafter, Pac-West shall make a good-faith effort to provide such forecasts to PACIFIC at a Wire Center level. This includes associated additional line ("ADL") requirements when PACIFIC's primary residential POTS service is not to be disconnected in the establishment of loop service. Pac-West shall provide such forecasts to PACIFIC on a semi-annual basis.

5. **LOCAL SWITCHING**

5.1 The local switching element encompasses line-side and trunk-side facilities plus the features, functions, and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame ("MDF"), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to PACIFIC customers, such as a telephone number and dial tone. In addition, the local switching element includes access to features that PACIFIC uses or is authorized to use in that switch, including Custom Calling, CLASS features, and Centrex-like capabilities.

5.2 Until such time that a Pac-West purchases unbundled Local Switching and elects to provide customized routing for local calls to its customers, PACIFIC will route local calls as defined by the exchange dialing plan. Where Pac-West elects to provide customized routing for local calls, PACIFIC will provide the functionality and features required to route all multiple switch local calls from Pac-West End Users to Pac-West designated, dedicated trunks. Intraswitch local calls will continue to be routed via PACIFIC intraoffice facilities. Pac-West custom routed local calls will be routed based on the class of call. All Pac-West Custom Routed traffic must be handed off to a dedicated trunk group in the end office in which the call originates. These trunk groups may not overflow to the PACIFIC network for call completion. A single customized routing configuration will be provided for all of Pac-West's customers in an individual switch. Implementation of Pac-West customized local interconnection routing arrangements will be on a project-specific basis as mutually agreed by the Parties.

5.3 When Pac-West uses unbundled Local Switching, PACIFIC will route interLATA, interstate and international calls via Pac-West End User's presubscription or casually dialed interLATA carrier. Until such time that intraLATA presubscription is deployed PACIFIC will route intraLATA toll calls as defined by the exchange dialing plan when Pac-West uses Local Switching elements. When intraLATA presubscription is deployed, PACIFIC will route intraLATA toll calls to Pac-West End User's presubscribed or casually dialed intraLATA carrier.

5.4 Prior to IntraLATA Dialing Parity when Pac-West purchases unbundled Local Switching, PACIFIC's Local Switching element will route local and toll calls on Pacific's common/shared network for call completion. Once dialing parity is implemented IntraLATA toll calls will be directed to the presubscribed IntraLATA carrier.

5.5 Where Pac-West purchases unbundled Local Switching ("ULS") and elects to provide Directory Assistance and/or Operator Services to its customers through its own or third party Directory Assistance and/or Operator Services platforms, Subject to switch limitations, Custom Routing is available upon Pac-West request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction. Pac-West will pay the customized routing charges reflected in Appendix Pricing.

5.6 DA calls dialed within the customer's NPA) and/or Operator Services to Pac-West designated, dedicated trunks for the provision of Pac-West Directory Assistance and/or Operator Services as agreed to by the Parties. Such dedicated trunks must be available in the end office where the Directory Assistance and/or Operator Services call originates and overflow to PACIFIC trunk groups will not be permitted.

5.6.1 Trunk signaling will be appropriate to the technology used to provide access to Pac-West Directory Assistance and/or Operator Services Platform. All Pac-West Directory Assistance and Operator Services trunk group(s) will be dedicated final and will not overflow to PACIFIC's network for call completion. A single customized routing configuration will be provided for all of Pac-West's customers in an

individual switch. Implementation of Pac-West customized Directory Assistance and/or Operator Services routing arrangements will be on a project-specific basis as mutually agreed by the Parties.

5.6.2 Charges are dependent upon switch type and include Switching Establishment in addition to the Customized Routing charges to be determined on a project specific basis outlined in Section 5.2 above.

5.7 PACIFIC will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

5.8 PACIFIC will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. Pac-West agrees to respond to PACIFIC's notifications regarding network congestion.

5.9 PACIFIC will provide switch interfaces to adjuncts in the same manner it provides them to itself. Pac-West requests for use of PACIFIC's adjuncts will be handled through the Bona Fide Request process.

5.10 In ordering ULS, Pac-West will designate the features and functions that are to be activated on a particular unbundled switch port. PACIFIC will provide features to the extent such features and functions are available or as may be requested by the Bona Fide Request process.

5.11 Switch Ports

5.11.1 Analog Line Port

An Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for Switched voice communications.

5.11.2 ISDN Basic Rate Interface ("BRI") Port

An ISDN BRI Port is a line side switch connection which provides ISDN Basic Rate Interface ("BRI") based capabilities.

5.11.3 ISDN Primary Rate Interface (PRI) Trunk Side Port: trunk side switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities.

5.11.4 Analog DID Trunk Port: A trunk side 2-wire connection for Direct Inward Dialing (DID) service.

5.11.5 DS1 Trunk Port: A trunk side DS1 interface intended for digital trunk service for the end user PBX or a custom -routed network trunk.

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5.12 Basic Switching Functions

5.12.1 Originating

When any call originates from an ULS Port, Pac-West will pay the Unbundled Local Switching Originating (ULS-O) rates. ULS-O rate elements include a charge for Setup per Attempt and a charge per Minute of Use (“MOU”). Charges for unbundled transport as outlined in Section 8 below will also apply.

5.12.2 Terminating

When a call terminates to an ULS Port, Pac-West will pay Unbundled Local Switching - Terminating (USL-T) rates. USL-T rate elements include a charge for Setup per Call and a charge per MOU.

5.12.3 Intraoffice

Pac-West will pay only ULS-O Setup per Call and per MOU for a call originating from a Pac-West ULS line or trunk port that terminates to any other end user service line or any other unbundled line or trunk port which is connected to the same end office switch.

5.13 Forecasts

At the time that Pac-West first orders unbundled Switch Ports, Pac-West shall provide to PACIFIC forecasts of the number of such unbundled Switch Port arrangements (quantities of lines and trunks) at an End Office level. Thereafter, Pac-West shall provide such forecasts to PACIFIC on a semi-annual basis.

6. **TANDEM SWITCHING**

6.1 Tandem Switching is defined as trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card; It includes the basic switching function of connecting trunks to trunks; and all technically feasible functions, that PACIFIC uses or is authorized to use, that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call routing, call recording, and signaling conversion features. Tandem Switching will provide trunk-to-trunk connections for local calls between two end offices. When used in this manner (*i.e.*, in conjunction with originating unbundled local switching) the Pac-West will pay Blended Transport rates which include recovery of tandem switching. Blended Transport rates are described in Section 8 below. When used as a stand-alone function (*i.e.*, call handoffs from one non Pacific network to another non Pacific network), Tandem Switching rate elements billed will include a charge for Setup Per Call and a charge Per MOU. To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 9 of this Appendix.

6.2 Forecasts

At the time that Pac-West first orders Tandem Switching, Pac-West shall provide to PACIFIC forecasts of the number of such Tandem Switching arrangements (quantities of trunks) at a central office level. Thereafter, Pac-West shall provide such forecasts to PACIFIC on a semi-annual basis.

7. **OPERATOR SERVICES AND DIRECTORY ASSISTANCE**

PACIFIC will provide access to operator service and directory assistance facilities where technically feasible. (47 CFR § 51.319(g)). In addition, Operator Services and Directory Assistance (“OS/DA”) are available as described in Appendix DA, and Appendix OS.

8. **INTEROFFICE TRANSPORT**

The Interoffice Transport network element is defined as PACIFIC’s interoffice transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provides telecommunications between wire centers owned by PACIFIC or Pac-West or third parties acting on behalf of Pac-West, or between switches owned by PACIFIC or Pac-West or third parties acting on behalf of Pac-West. Interoffice Transport includes Common Transport, Shared Transport, and unbundled Dedicated Transport, which is comprised of interoffice transport, Entrance Facilities, DCS, and Multiplexing.

PACIFIC will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

8.1 Common/Shared Transport

Common/Shared Transport is an interoffice transmission path between a PACIFIC tandem and a PACIFIC end office or between two PACIFIC end offices. Common/Shared Transport permits the Pac-West to access the interoffice network of PACIFIC for the origination and completion of calls to and from unbundled local switch ports. Common/Shared Transport is charged on a Minute-of-Use basis (both fixed and per mile), as outlined in Appendix PRICING.

8.2 Shared Transport

The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

8.2.1 PACIFIC provides access to unbundled shared transport only when purchased in conjunction with a ULS port that Pac-West subscribes to for the purpose of delivering traffic from/to a Pac-West End User as set forth below.

8.2.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.

This Agreement contains arbitrated language in accordance with Application 02-03-059. All arbitrated language is noted as italicized language.

8.3 Dedicated Transport

8.3.1 Dedicated Transport is an interoffice transmission path dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by PACIFIC or Pac-West, or between switches owned by PACIFIC or Pac-West. Dedicated Transport includes the following rate elements:

(a) Interoffice Transport Fixed - Billed per termination at each PACIFIC end office.

(b) Interoffice Transport Variable - Billed per mile for the transmission path which extends between each PACIFIC end office.

(c) Entrance Facility - Applies from PACIFIC's wire center (serving wire center) to the Pac-West's location.

(d) Multiplexing - Applies when Pac-West orders multiplexing.

(e) Digital Cross Connect System ("DCS") - PACIFIC will offer access to Digital Cross-Connect System(s) ("DCS") in conjunction with the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers.

8.3.1.1 PACIFIC will offer Dedicated Transport as a circuit (e.g., DS-1, DS-3) dedicated to Pac-West.

8.3.1.2 PACIFIC will provide Dedicated Transport at the following speeds: DS-1 (1,544 Mbps), and DS-3 (45 Mbps). Availability of unbundled transport services at transmission rates other than those provided in Appendix PRICING are subject to Pac-West's request according to Section 2.13 of this Appendix.

8.3.2 See Appendix PRICING for rate elements for Interoffice Transport.

8.4 Forecasts

For the first six (6) months after Pac-West's first order for unbundled Dedicated Transport, unbundled Entrance Facilities, or Digital Cross-Connect System, Pac-West shall provide to PACIFIC forecasts of the number of such unbundled Transport/interoffice/Entrance Facilities/DCS arrangements/multiplexing at a LATA level. Thereafter, Pac-West shall make a good faith effort to provide such forecasts to PACIFIC at a wire center level. Pac-West shall provide such forecasts to PACIFIC on a semi-annual basis.

9. SIGNALING NETWORKS AND CALL-RELATED DATABASES

Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, Service Control Points, and Call-Related Databases. Access to PACIFIC's signaling network and call related databases will be provided as described in the following Appendices: SS7, 800, and 10.

10. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by PACIFIC's databases and information. PACIFIC will provide Pac-West access to its Operations Support Systems Functions as outlined in Appendix OSS.

11. CROSS CONNECTS

11.1 The cross connect is the media between the PACIFIC distribution frame and a Pac-West designated point of access as described in 2.9, above, or the media between a PACIFIC UNE and a collocation area (Physical or Virtual) for the purpose of connecting the PACIFIC UNE to Pac-West's own facilities.

11.2 The applicable loop cross connects to point of access for the purpose of combining a PACIFIC loop with another PACIFIC UNE are as follows:

- (a) 2 wire analog loop to point of access
- (b) 4 wire analog loop to point of access
- (c) 2 wire digital loop to point of access
- (d) 4 wire digital loop to point of access

11.3 The applicable Unbundled Dedicated Transport cross connects to point of access for the purpose of combining to another PACIFIC UNE are as follows:

- (a) DS-1 to point of access
- (b) DS-3 to point of access
- (c) OC3 to point of access
- (d) OC12 to point of access
- (e) OC48 to point of access

11.4 The applicable Switch Port cross connects to point of access for the purpose of combining to another PACIFIC UNE are as follows:

- (a) Analog Line Port to point of access

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- (b) ISDN Basic Rate Interface (BRI) to point of access
- (c) ISDN Primary Rate Interface (PRI) to point of access
- (d) Analog DID Trunk Port to point of access
- (e) DS1 Trunk Port to point of access.

11.5 The applicable loop cross connects (EISCC) for the purpose of connecting a PACIFIC UNE to a Pac-West's collocated facilities (either physical or virtual) are as follows:

- (a) 2 wire analog loop to collocation
- (b) 4 wire analog loop to collocation
- (c) 2 wire digital loop to collocation
- (d) 4 wire digital loop to collocation

11.6 The applicable dedicated transport cross connects (EISCC) for the purpose of connecting a PACIFIC UNE to a Pac-West's collocated facilities (either physical or virtual) are as follows:

- (a) DS-1 to collocation
- (b) DS-3 collocation
- (c) OC3 to collocation
- (d) OC12 to collocation
- (e) OC48 to collocation

11.7 The applicable Switch Port cross connects (EISCC) for the purpose of connecting a PACIFIC UNE to a Pac-West's collocated facilities (either physical or virtual) are as follows:

- (a) Analog Line Port to collocation
- (b) ISDN Basic Rate Interface (BRI) to collocation
- (c) ISDN Primary Rate Interface (PRI) to collocation
- (d) Analog DID Trunk Port to collocation
- (e) DS1 Trunk Port to collocation

12. PRICING

12.1 Attached hereto as Appendix PRICING is a schedule which reflects the prices at which PACIFIC agrees to provide Pac-West with access to Unbundled Network Elements. Pac-West agrees to compensate PACIFIC for Unbundled Network Elements at the terms and conditions contained in this Appendix. Unbundled Network Elements are available from PACIFIC on a per Unbundled Network Element basis at prices as contained in Appendix PRICING.

12.1.1 For any rate element and/or charge contained in or referenced to in this Appendix that are not listed in the attached Appendix PRICING, including Bona Fide Requests, PACIFIC and Pac-West will not negotiate prices. However, Pacific will disclose the components used to develop the quote and Pac-West may review the pricing components to verify the quote, upon request. If Pac-West disputes the quote for the BFR it may seek to resolve the dispute through the dispute resolution procedures of this Agreement.

12.2 Unless otherwise stated, PACIFIC will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of the date of the invoice. Interest will apply on overdue amounts.

12.3 Recurring Charges

12.3.1 Unless otherwise listed below, where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.

12.3.2 Where rates are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office are rounded to the next higher minute. Pac-West shall pay for all usage on such calls including those that are not completed due to busy or don't answer conditions.

12.3.3 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, PACIFIC will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, PACIFIC will round up to the next whole mile before determining the mileage and applying rates.

12.4 Nonrecurring Charges

12.4.1 Consistent with CFR 51.307(d), there are nonrecurring charges for each Unbundled Network Element on the first connection on a Pac-West order as well as separate nonrecurring charges for each additional connection associated with the same Pac-West order at the same Pac-West specified premises.

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12.4.2 The appropriate nonrecurring charges shall apply for each service request processed by PACIFIC, including but not limited to the following:

- (a) installation (Service Order and Connect);
- (b) disconnection (Disconnect);
- (c) rearrangement/modification (Change); or
- (d) cancellation (per PACIFIC's tariff P.S.C.N. C, Section 5).

12.5 Maintenance of Elements

12.5.1 The network elements provided by PACIFIC pursuant to this Appendix will be maintained by PACIFIC.

12.5.2 If trouble occurs with Unbundled Network Elements provided by PACIFIC, Pac-West will first determine whether the trouble is in Pac-West's own equipment and/or facilities or those of the End User. If Pac-West determines the trouble is in PACIFIC's equipment and/or facilities, Pac-West will issue a trouble report to PACIFIC.

12.5.3 Pac-West will pay Additional Labor charges when Pac-West reports a suspected failure of a network element and PACIFIC dispatches personnel to the End User's premises or a PACIFIC central office and trouble was not caused by PACIFIC's facilities or equipment. Additional Labor charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates for Additional Labor will be billed pursuant to PACIFIC's tariff P.S.C.N. C, Section 13.

12.5.4 Pac-West shall pay Additional Labor charges when PACIFIC dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than PACIFIC or in detariffed CPE provided by PACIFIC.

12.5.5 If Pac-West issues a trouble report allowing PACIFIC access to the End User's premises and PACIFIC personnel are dispatched but denied access to the premises, then Additional Labor charges will apply for the period of time that PACIFIC personnel are dispatched.

12.5.6 Additional Labor charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work related efforts of PACIFIC performed during normally scheduled working hours on a normally scheduled work day. Overtime is work related efforts of PACIFIC performed on a normally scheduled work day, but outside of normally scheduled working

hours. Premium Time is work related efforts of PACIFIC performed other than on a normally scheduled work day.

12.5.7 If Pac-West requests or approves a PACIFIC technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, Pac-West will pay for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

12.6 Other Pricing Terms and Conditions for Unbundled Local Switching ("ULS")

12.6.1 When Pac-West purchases unbundled Local Switching, Pac-West may also order available PACIFIC vertical features that the switch is equipped to provide. Pac-West will pay the monthly and nonrecurring charges for such features as listed in Appendix PRICING.

12.6.2 Use of PACIFIC's SS7 signaling network will be provided for unbundled local switching. Pac-West does not separately order SS7 under this method.

12.6.3 With unbundled Local Switching, PACIFIC will make available features that require resources outside the switch, but Pac-West will pay additional charges (e.g., TCAP messages, SS7 Signaling, database queries, etc.) for such features.

APPENDIX WP

This Agreement contains arbitrated language in accordance with Application 02-03-059. All arbitrated language is noted as italicized language.

APPENDIX WP

WHITE PAGES DIRECTORY APPENDIX

PACIFIC and Pac-West agree to the following terms and conditions for the printing and distribution of White Pages directories:

(a) PACIFIC publishes White Pages directories for geographic areas in which Pac-West also provides local exchange telephone service, and Pac-West wishes to include listings information for its End Users in the appropriate PACIFIC White Pages directories.

(b) Pac-West also desires distribution to its End Users of the White Pages directories that include listings of Pac-West's End Users.

NOW THEREFORE, in consideration of these premises, PACIFIC and Pac-West agree as follows:

1. SERVICE PROVIDED

1.1 Subject to PACIFIC's practices, as well as the rules and regulations applicable to the provision of White Pages directories, PACIFIC will include in appropriate White Pages directories the primary alphabetical listings of all Pac-West End Users located within the local directory scope. The rules, regulations, and PACIFIC practices are subject to change from time to time.

1.2 Pac-West shall furnish to PACIFIC, in a form acceptable to both Parties, subscriber listing information pertaining to Pac-West End Users located within the local directory scope, along with such additional information as PACIFIC may require to prepare and print the alphabetical listings of said directory.

1.3 Pac-West may provide Pac-West's subscriber listing information to PACIFIC for inclusion in the White Pages directory via an electronic feed of the listing information to PACIFIC's listing database. Upon receipt of a request from a third party directory publisher, including Pacific Bell Directory, for subscriber listing information, PACIFIC will provide to that third party directory publisher Pac-West subscriber's listing information on an alphabetically interfiled (interspersed) basis and indistinguishable from PACIFIC's subscriber listing information. Pac-West is responsible in using all available information to validate Pac-West's End User listings for the directory(ies) prior to the directory(ies) deadline.

1.4 Pac-West must provide a Main Listing (whether the End User's number is to be published or non-published) for each end-user that requires delivery. PACIFIC will arrange for the delivery of newly published local directories to Pac-West end-users in accordance with current practices.

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1.5 Each Pac-West subscriber will receive one copy of PACIFIC's White Pages directory, and a Yellow Pages directory when cobound with the White Pages, in the same manner and at the same time that they are provided to PACIFIC's subscribers.

1.6 If Pac-West's End User already has a current PACIFIC directory, PACIFIC shall not be required to deliver a directory to that End User until new directories are published for that End User's location.

1.7 At Pac-West's request, PACIFIC will include Pac-West specific information (*i.e.*, business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. This page will also include specific information pertaining to other Pac-Wests. At its option, Pac-West shall provide PACIFIC with its logo and information in the form of a camera ready copy, sized at 1/8th of a page.

2. USE OF SUBSCRIBER LISTING INFORMATION

Pac-West authorizes PACIFIC or its affiliated directory publisher to use the subscriber listing information provided to PACIFIC pursuant to this Appendix, for inclusion in the appropriate printed directories and directory assistance databases where such service is provided by PACIFIC.

Note: PACIFIC uses Pac-West and PACIFIC listings to update/publish the Directory Assistance Data Base and the WP directory(ies).

3. PRICING

3.1 Additional Listing Services (*e.g.*, foreign listings) can be purchased by Pac-West for its End Users on a per listing basis. Pac-West shall pay PACIFIC for all such listings provided to Pac-West's End Users. The rates for additional listing services described herein are identified in PACIFIC's tariff rates as defined in P.S.C.N. A5.

3.2 Where Pac-West's End User requires additional listings to appear in the White Pages directory, PACIFIC will assess Pac-West a monthly charge for such listings at existing PACIFIC tariff rates as defined in P.S.C.N. A5.

4. ASSIGNMENT

The subscriber listing information shall remain the property of Pac-West. Except as stated in Section 3 herein, PACIFIC shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall PACIFIC authorize any other company, outside the Southwestern Bell Company family of companies, or any person to use the subscriber listing information for any other purpose. PACIFIC shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures PACIFIC takes to protect its own listings from unauthorized use), whether by PACIFIC, its agents, employees, or others.

This Agreement contains arbitrated language in accordance with Application 02-03-059. All arbitrated language is noted as italicized language.

5. LIABILITY

5.1 Pac-West hereby releases PACIFIC from any and all liability for damages due to errors or omissions in Pac-West's subscriber listing information as provided to PACIFIC under this appendix, and/or Pac-West's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

5.2 Pac-West shall indemnify, protect, save harmless, and defend PACIFIC (or PACIFIC's officers, employees, agents, assigns, and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit, or judgment by a third party in any way related to any error or omission in Pac-West's subscriber listing information as it appears in the White Pages directory, including any error or omission related to non-published or non-listed subscriber listing information. Pac-West shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against Pac-West and PACIFIC, and/or against PACIFIC alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in Pac-West's subscribers listing information in the White Pages directory, PACIFIC may, at its option, assume and undertake its own defense, or assist in the defense of Pac-West, in which event Pac-West shall reimburse PACIFIC for reasonable attorney's fees and other expenses incurred by PACIFIC in handling and defending such demand, claim and/or suit.

5.3 This Appendix shall not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching party, whereupon this Appendix shall be null and void with respect to any issue of PACIFIC'S White Pages directory published sixty (60) or more days after the date of the receipt of such written notice.

APPENDIX:

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1.0 GENERAL: UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS

- *1.1 Consistent with the terms and conditions in this Appendix, the Act and regulations thereunder, PACIFIC shall offer each Unbundled Network Element individually and in existing combination with any other Unbundled Network Element or Unbundled Network Elements in order to permit PACIFIC to combine for MCIIm such Unbundled Network Element or Unbundled Network Elements with another Unbundled Network Element or other Unbundled Network Elements obtained from PACIFIC or with network components provided by itself or by third parties to provide Telecommunications Services to its customers. At MCIIm's option, PACIFIC will combine Unbundled Network Elements made available by PACIFIC with other contiguous PACIFIC Unbundled Network Elements.
- 1.2 Consistent with the terms and conditions in this Appendix and the Act and regulations thereunder, PACIFIC will permit MCIIm to interconnect MCIIm's facilities or facilities provided by MCIIm or by third parties with each of PACIFIC's Network Elements at any technically feasible point designated by MCIIm.
- 1.3 If PACIFIC provides to itself, its Customers, subsidiaries, or Affiliates, or to any third party any Unbundled Network Element that is not identified in this Agreement, PACIFIC shall make available the same Unbundled Network Element to MCIIm on terms and conditions no less favorable to MCIIm than the best terms and conditions provided to PACIFIC, its Customers, subsidiaries or Affiliates, or any third party, at rates that comply with the applicable FCC rules and regulations.
- 1.3.1 PACIFIC will provide MCIIm nondiscriminatory access to Unbundled Network Elements:
- (a) at any technically feasible point;
 - (b) at the rates, terms, and conditions herein and in Appendix Pricing which are just, reasonable, and nondiscriminatory;
 - (c) in a manner that allows MCIIm to provide any telecommunications service that may be offered by means of that element;
 - (d) in a manner that allows access to the facility or functionality of a network element to be provided separately from access to other elements, and for a separate charge;
 - (e) with technical information regarding PACIFIC's facilities to enable MCIIm to achieve access to elements;

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- (f) without limitations, restrictions, or requirements on requests that would impair MCIIm's ability to provide a telecommunications service in a manner it intends;
 - (g) in a manner that allows MCIIm to purchase access to an Unbundled Network Element to use such network element to provide exchange access service to itself, in order to provide interexchange services to subscribers;
 - (h) terms and conditions of access to elements shall be no less favorable than terms and conditions under which PACIFIC provides such elements to itself, its affiliates or subsidiaries.
- 1.4 MCIIm is entitled to exclusive use of an unbundled network facility for a period of time, and to use of an unbundled feature, function, or capability for a period of time.
- 1.5 PACIFIC shall retain the duty to maintain, repair, or replace Unbundled Network Elements as provided for below.
- 1.6 Where technically feasible, quality of the UNE and access to the UNE shall be at least equal to what PACIFIC provides itself or any subsidiary, affiliate, or other party.
- 1.7 This Appendix describes the initial set of Unbundled Network Elements which MCIIm and PACIFIC have identified as of the Effective Date of this Agreement:
- Loop
 - Subloop Elements
 - Network Interface Device
 - Local Switching
 - Packet Switching (if available and pursuant to FCC order)
 - Shared Transport
 - Dedicated Transport
 - Signaling Link Transport
 - Signaling Transfer Points
 - Access to Service Control Points
 - Access to Call-Related Databases
 - DA/OS (to the extent PACIFIC has not accommodated MCIIm technologies used for customized routing)
 - OSS
 - Tandem Switching
 - Dark Fiber

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- 1.8 MCIm and PACIFIC agree that the Unbundled Network Elements identified above are not an all-inclusive list of all possible Unbundled Network Elements.

*1.8.1 MCIm may use one or more Network Elements or Combinations to provide to MCIm Customers any feature, function, capability or service option that such Network Element or Combination is technically capable of providing and that PACIFIC is required by Applicable Law to permit be provided thereby, or any feature, function, capability or service option that is described in Telcordia and other industry standard technical references that such Network Element or Combination is technically capable of providing, and that PACIFIC is required by law to permit be provided thereby. Unless required by law, Network Elements and Combinations may not be used to provide services to Customers that have not selected MCIm as their local service provider. Special access services may be converted to combinations of unbundled loops and transport Network Elements if MCIm provides a significant amount of local exchange service to a particular customer. The definition of what constitutes a “significant amount of local exchange service” is pursuant to Paragraph 22 of the FCC’s Supplemental Order Clarification.

- 1.8.2 UNEs shall be made available to MCIm under the following terms and conditions. MCIm may request additional or revised Unbundled Network Elements via the INER/BFR Process as necessary to provide Telecommunications Services, improve network or service efficiencies, accommodate changing technologies or Customer demand, or to meet other requirements, as set forth in Section 1.8.5.

1.8.2.1 Unbundled Network Elements, at the prices specified in Appendix Pricing and the provisioning intervals applicable to such UNEs, are provided under this Agreement over such routes, technologies, and facilities as PACIFIC may elect at its own discretion in a manner that is not anti-competitive and does not discriminate for anti-competitive purposes. If MCIm requests special facilities, equipment or routing of Unbundled Network Elements, such requests will be handled under the INER process.

*1.8.2.1.1 If PACIFIC provides any Network Element, Combination or interconnection arrangement that is not identified in this Agreement to a requesting Telecommunications Carrier, PACIFIC will make available the same Network Element, Combination or interconnection arrangement to MCIm, without MCIm being required to use the Bona Fide Request process. Failure to list a Network Element or Combination herein shall not constitute a waiver by MCIm to obtain

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a Network Element or Combination subsequently ordered by the FCC or by the Commission.

*1.8.2.1.2 When provisioning a Network Element or combination thereof, PACIFIC shall provide all ancillary equipment necessary to make the Network Element or combination function as provided in Section 1.8.3 ("Performance of UNEs") of this Appendix, whether or not specified by MCIm in an order. Any such required equipment shall be included in the price of the Network Element. Prior to the Effective Date of this Agreement, Pacific shall provide at MCIm a written list identifying all ancillary equipment necessary to enable the Network Element and combinations thereof, provided for in this Appendix, function.

1.8.2.2 Subject to the terms herein, PACIFIC is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. PACIFIC is not otherwise responsible for the Telecommunications Services provided by MCIm through the use of those elements.

1.8.2.3 Where unbundled elements provided to MCIm are dedicated to a single Customer, if such elements are for any reason disconnected they will be made available to PACIFIC for future provisioning needs, unless such element is disconnected in error. MCIm agrees to relinquish control of any such unbundled element concurrent with the disconnection of MCIm's Customer service. UNEs provided to MCIm under the provisions of this Appendix shall remain the property of PACIFIC.

1.8.2.4 MCIm shall make available at mutually agreeable times the elements provided pursuant to this Appendix in order to permit PACIFIC to make tests and adjustments appropriate for maintaining the elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

1.8.2.5 MCIm's use of any PACIFIC Unbundled Network Element, or of its own equipment or facilities in conjunction with any PACIFIC Unbundled Network Element, will not materially interfere with or impair service over any facilities of PACIFIC, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. The parties agree to work

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mutually to resolve the problem. Upon reasonable written notice and opportunity to cure that is reasonable under the circumstance, PACIFIC may discontinue or refuse service if MCIm violates this provision, provided that such termination of service will be limited to MCIm's use of the element(s) causing the violation.

1.8.2.6 Replacement of Services with Unbundled Network Elements

- *1.8.2.6.1 As part of its obligation to offer unbundled Network Elements to MCIm, PACIFIC shall permit MCIm to substitute unbundled Network Elements (including Combinations) providing identical functionality for any services, excluding Access Service purchased by MCIm pursuant to either contract or tariff.
- *1.8.2.6.2 Any substitution of Network Elements (including Combinations) for services shall be subject to all of the requirements of this Appendix applicable to purchase of Network Elements and Combinations of Network Elements, and shall include without limitation the following:
 - 1.8.2.6.2.1 When MCIm replaces any existing service with Network Elements (including Combinations), PACIFIC shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except at the request of MCIm.
 - 1.8.2.6.2.2 Charges for the conversion of an existing service to Network Elements (including Combinations) shall be limited to PACIFIC's total element long-run incremental service order charges. These charges shall be limited to PACIFIC's necessary accounting of MCIm's continuing purchase of the functionality in the form of Network Elements pursuant to this Agreement. The charges shall not include charges for any other functions, including without limitation nonrecurring charges that would otherwise apply to orders for Network Elements that are newly installed.
- *1.8.2.6.3 MCIm may request the conversion of any existing service, excluding special access, to Network Elements (including Combinations) by submitting a written or electronic notice to PACIFIC. This information will include, if applicable, the circuit identification or other information sufficient to identify the services to be converted. MCIm may request any number of conversions in a single notice. MCIm shall not be required to submit Local Service Requests or separate requests for each service to be converted. PACIFIC shall facilitate all conversions requested by MCIm without disruption of service. If MCIm sends a written notice, rather than a mechanized service order, MCIm will be subject to a manual service charge for the service migration.

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*1.8.2.6.4 PACIFIC agrees that with respect to all unbundled Network Elements (including Combinations) substituted for services, recurring charges for unbundled Network Elements substituted for services shall apply as of the following dates:

1.8.2.6.4.1 Except where MCIm specifically requests that PACIFIC physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by PACIFIC of notice from MCIm, and recurring charges set forth in Appendix Pricing of this Agreement applicable to unbundled Network Elements shall apply as of such date.

1.8.2.6.4.2 Where MCIm specifically requests that PACIFIC physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, recurring charges set forth in Appendix Pricing of this Agreement applicable to unbundled Network Elements shall apply based on the date on which PACIFIC completes the requested work.

1.8.2.6.4.3 PACIFIC shall bill MCIm pro rata for the service being replaced through the date prior to the date on which billing at unbundled Network Element rates commences pursuant to this section.

1.8.2.6.5 Intentionally Omitted.

1.8.2.6.6 Intentionally Omitted.

1.8.2.6.7 Combinations

1.8.2.6.7.1 PACIFIC shall provide to MCIm any combination of Network Elements requested by MCIm to serve its customers. The Combinations that PACIFIC agrees to provide to MCIm include those listed below. Examples of additional individual Combinations that PACIFIC shall provide to MCIm are provided in Table 1 attached hereto.

1.8.2.6.7.2 Enhanced Extended Loop, as defined in this Appendix.

1.8.2.6.7.3 Loop with Multiplexing and/or Concentration.

1.8.2.6.7.4 Local Network Interconnection Combination: Local Switching, Tandem Switching, Dedicated Transport, Shared Transport, Common Transport, Signaling, and SCPs/Databases.

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- 1.8.2.6.7.5 Intentionally Omitted.
- 1.8.2.6.7.6 UNE-Platform utilizing PACIFIC's NIDs, loops, switching, shared and common interoffice transport, Signaling, and Databases.
 - 1.8.2.6.7.6.1 Combining Links and unbundled Local Switching ('ULS') with Shared Transport: MCIm may order from PACIFIC a Combination of link and ULS, with routing over Shared Transport. Under this scenario, PACIFIC shall provide to MCIm, at no additional charge, a cross connection facility from PACIFIC's central office distribution frame to the Line Side Port of the switch.
 - 1.8.2.6.7.6.2 Combining Links, ULS and Dedicated Transport:
 - 1.8.2.6.7.6.2.1 MCIm may order from PACIFIC a Combination consisting of Links, the ULS, with custom routing over Dedicated Transport. Under this scenario, PACIFIC shall provide to MCIm, at no additional charge, a cross-connection facility between the link and the ULS.

1.8.3 Performance of UNEs

- 1.8.3.1 Each UNE will be provided in accordance with industry standards.
- 1.8.3.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the rules established by the FCC in the *Second Report and Order*, CC Docket 96-98.
- 1.8.3.3 PACIFIC may elect to conduct switch conversions for the improvement of its network. During such conversions, MCIm orders for unbundled network elements and PACIFIC's retail service orders for that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension PACIFIC places on itself for orders from its customers.

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1.8.3.4 MCIm will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of PACIFIC, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

***1.8.3.5 Cooperative Testing**

1.8.3.5.1 Cooperative Testing means that PACIFIC shall cooperate with MCIm upon request or as needed to:

- i. Ensure that the Network Elements and Ancillary Functions and additional requirements being provided to MCIm by PACIFIC are in compliance with the requirements of this Agreement, and
- ii. Test the overall functionality, including fault isolation, of various Network Elements and Ancillary Functions provided by PACIFIC to MCIm in combination with each other or in combination with other equipment and facilities provided by MCIm or third parties.

1.8.3.5.2 Requirements

1.8.3.5.2.1 MCIm and PACIFIC will continue to improve processes that resolve technical issues relating to interconnection of MCIm's network to PACIFIC's network and Network Elements. The agreed-upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If MCIm and PACIFIC do not reach agreement on any dispute or unresolved issues, after sixty (60) days from the time they are first escalated, either Party may submit such disputes or unresolved issues to the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement.

1.8.3.5.3 PACIFIC shall provide MCIm with access for testing at any interface between a PACIFIC Network Element, Combinations and MCIm equipment or facilities. Such

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test access shall be sufficient to ensure that the applicable requirements can be tested by MCIm. The PACIFIC LOC shall be available seven (7) days per week, 24 hours per day.

- 1.8.3.5.4 PACIFIC shall provide engineering data as requested by MCIm for the Loop components as set forth above in which MCIm may desire to test. The data PACIFIC provides to MCIm shall include, to the extent available to PACIFIC itself, equipment engineering and cable specifications, signaling and transmission path data. To the extent MCIm requests data exceeding that which PACIFIC has available to itself, MCIm shall pay the charges for such data on an ICB basis.
- 1.8.3.5.5 Upon MCIm's reasonable request, PACIFIC shall provide to MCIm non-proprietary central office layout and design records and drawings, system engineering and other applicable documentation pertaining to designed digital loops and interoffice transport or the underlying equipment that is then providing the loop or transport to MCIm.
- 1.8.3.5.6 PACIFIC shall provide to MCIm upon request, applicable test results, from PACIFIC testing activities on a Network Element or the underlying equipment providing a Network Element to MCIm. MCIm may review such testing results and may notify PACIFIC of any deficiencies that are detected.
- 1.8.3.5.7 Upon MCIm's request, PACIFIC shall provide technical staff to meet with MCIm representatives to provide required support for Cooperative Testing.
- 1.8.3.5.8 Dedicated Transport and Loop Feeder may experience alarm conditions due to in-progress cooperative tests. PACIFIC shall not remove such facilities from service without obtaining MCIm's prior approval.
- 1.8.3.5.9 PACIFIC shall conduct tests or maintenance procedures on Network Elements or on the underlying equipment that is then providing a Network Element, that may cause a service interruption or degradation, only if such tests and procedures are at a time that is mutually acceptable to MCIm and PACIFIC.

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- 1.8.3.5.10 MCIIm and PACIFIC shall endeavor to complete Cooperative Testing expeditiously.
- 1.8.3.5.11 During Cooperative Testing, PACIFIC processes shall deliver and restore Network Elements to MCIIm at parity with PACIFIC's comparable retail products.
- 1.8.3.5.12 PACIFIC shall participate in Cooperative Testing, for digital loops and dedicated transport, requested by MCIIm whenever it is deemed necessary by MCIIm to ensure service performance, reliability and customer serviceability. If testing results in no trouble found in PACIFIC's network or proves back to MCIIm's network, appropriate maintenance charges will apply, as set forth in Appendix Pricing.
- 1.8.3.5.13 MCIIm may accept or reject a digital Loop or Dedicated Transport facility ordered by MCIIm as provided in Appendix xDSL.

1.8.4 Maintenance of Elements

- 1.8.4.1 If trouble occurs with unbundled network elements provided by PACIFIC, MCIIm will first determine whether the trouble is in MCIIm's own equipment and/or facilities or those of the Customer. If MCIIm determines the trouble is in PACIFIC's equipment and/or facilities, MCIIm will issue a trouble report to PACIFIC.
- 1.8.4.2 MCIIm shall pay Time and Material charges (maintenance of service charges/additional labor charges) when MCIIm reports a suspected failure of a network element and PACIFIC dispatches personnel to the Customer's premises or a PACIFIC Central Office and trouble was not caused by PACIFIC's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.
- 1.8.4.3 Intentionally Left Blank
- 1.8.4.4 MCIIm shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested by MCIIm for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

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- 1.8.4.5 If MCIIm issues a trouble report allowing PACIFIC access to the Customer's premises and PACIFIC personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that PACIFIC personnel are dispatched. Subsequently, if PACIFIC personnel are allowed access to the premises, these charges will still apply.
- 1.8.4.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of PACIFIC performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of PACIFIC performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of PACIFIC performed other than on a normally scheduled workday.
- 1.8.4.7 If MCIIm requests or approves a PACIFIC technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, MCIIm will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.
- 1.8.5 For Interconnection and Network Element Request (INER) also known as "Bona Fide Request" (BFR) Pacific Bona Fide Request Process, see the General Terms and Conditions Section 38.
- *1.9 PACIFIC shall make available to MCIIm the ability to cross-connect or combine Unbundled Network Elements. At MCIIm's request, PACIFIC shall cross connect or combine Unbundled Network Elements either manually or where technically feasible or available electronically.
- 1.10 The methods of access to unbundled Network Elements described in this Appendix are not exclusive. PACIFIC will make available any other form of access requested by MCIIm that is consistent with the Act and the regulations thereunder. The Parties agree to amend the Agreement, upon request, to incorporate any such additional forms of access. Alternatively, MCIIm may submit a BFR to obtain additional methods of access.
- 1.11 MCIIm may use one or more UNEs or combinations thereof, to provide any telecommunications service and exchange access consistent with Sec 1.8.2.7. In

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the event the Parties cannot agree on technical feasibility or any of the matters specified in the foregoing sentence, the Parties will follow the dispute resolution process set forth in General Terms and Conditions.

- *1.12 When ordered in combination, Network Elements that are currently connected and that are ordered together will not be physically disconnected or separated in any other fashion except for technical reasons or if requested by MCIm. Network Elements to be provisioned together shall be identified and ordered by MCIm as such. Network Elements ordered as a Combination shall be provisioned in combination unless MCIm specifies that the Network Elements ordered in combination be provisioned separately.
- 1.13 For each Network Element, PACIFIC shall specify a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which is mutually agreed to by the Parties. However, where PACIFIC provides contiguous UNEs to MCIm, PACIFIC will provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.
- *1.14 Unless specified otherwise in this Appendix, PACIFIC will make the unbundled elements identified in this Agreement, and all combinations specified herein used by PACIFIC in its network available on the Effective Date of this Agreement.

2.0 ACCESS TO UNE CONNECTION METHODS

- 2.1 This Section describes the optional connection methods under which PACIFIC agrees to provide MCIm with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which PACIFIC makes these methods available. These methods provide MCIm access to multiple PACIFIC UNEs which MCIm may then combine. The methods listed below provide MCIm with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
- 2.2 Subject to availability of space and equipment, MCIm may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested PACIFIC Central Office.
 - 2.2.1 (Method 1)

PACIFIC will extend PACIFIC UNEs requiring cross connection to MCIm's Physical Collocation Point of Termination (POT) when MCIm is Physically Collocated, in a caged or shared cage arrangement, within the

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same Central Office where the UNEs which are to be combined are located.

2.2.2 (Method 2)

PACIFIC will extend PACIFIC UNEs that require cross connection to MCIm's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

2.2.3 (Method 3)

PACIFIC will extend PACIFIC UNEs to MCIm's UNE frame that is located outside the PACIFIC Central Office where the UNEs are to be combined in a closure such as a cabinet provided by PACIFIC on PACIFIC property.

2.3 The following terms and conditions apply to all methods when PACIFIC provides access pursuant to Sections 2.1 through 2.3:

- 2.3.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, PACIFIC will provide a written reply notifying the requesting MCIm of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
- 2.3.2 Access to UNEs via Method 1 is only available where MCIm is Physically Collocated. Access to UNEs via Method 2 and Method 3 is available to both where MCIm is Collocated and Non-Collocated. Method 2 and Method 3 are subject to availability of PACIFIC Central Office space and equipment.
- 2.3.3 MCIm may cancel the request at any time, but will PACIFIC's reasonable and demonstrable costs for PACIFIC's Central Office up to the date of cancellation.
- 2.3.4 MCIm may elect to access PACIFIC's UNEs through Physical Collocation arrangements.
- 2.3.5 MCIm shall be responsible for initial testing and trouble sectionalization of facilities containing MCIm installed cross connects.
- 2.3.6 MCIm shall refer trouble sectionalized in the PACIFIC UNE to PACIFIC.
- 2.3.7 Prior to PACIFIC providing access to UNEs under this Appendix, MCIm and PACIFIC shall provide each other with a point of contact for overall coordination.

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- 2.3.8 MCIm shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
- 2.3.9 All tools, procedures, and equipment used by MCIm to connect to PACIFIC 's network shall comply with technical standards set out in PACIFIC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.
- 2.3.10 MCIm shall be responsible for MCIm's personnel PACIFIC's site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If PACIFIC for any reasonable and lawful reason requests MCIm to discontinue furnishing any person provided by MCIm for performing work on PACIFIC's premises, MCIm shall immediately comply with such request. Such person shall leave PACIFIC 's premises promptly, and MCIm shall not furnish such person again to perform work PACIFIC's premises without PACIFIC's consent.
- 2.3.11 MCIm shall provide positive written acknowledgment that the requirements stated in Section 2.3.10 have been satisfied for each employee requiring access to PACIFIC premises and/or facilities. PACIFIC identification cards will be issued for any MCIm employees who are designated by MCIm as meeting the necessary requirements for access. Entry to PACIFIC premises will be granted only to MCIm employees with such identification.
- 2.3.12 MCIm shall designate each network element being ordered PACIFIC. MCIm shall provide an interface to receive assignment information from PACIFIC regarding location of the extended UNEs. This interface may be manual or mechanized.
- 2.3.13 PACIFIC will provide MCIm with contact numbers as necessary to resolve assignment conflicts encountered. All contact with PACIFIC shall be referred to such contact numbers.
- 2.3.14 MCIm shall provide its own administrative Telecommunication Service at each facility and all materials needed by MCIm at the work site. The use of cellular telephones is not permitted in PACIFIC equipment areas.
- 2.3.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
 - 2.3.15.1 Where applicable, costs for modifying a building or preparing the premises for access to PACIFIC UNEs will be made on an individual case basis (ICB).
 - 2.3.15.2 PACIFIC will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, PACIFIC will ensure that the first MCIm obtaining Access to UNEs in an PACIFIC premises will not be responsible for the entire cost of site preparation and security.

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2.3.15.3 PACIFIC will contract for and perform the construction and preparation activities using same or consistent practices that are used by PACIFIC for other construction and preparation work performed in the building.

3.0 LOCAL LOOP/LINK

3.1 A "Loop" (a.k.a. Link) is a dedicated transmission facility between a distribution frame (or its equivalent) in an PACIFIC central office and an Customer premises. (47 CFR § 51.319(a)) (Note: If MCIIm purchases a Loop, a separate NID will not be required). Loops provided as UNE will meet the parameters contained in the Technical Publication associated with each loop type. With the exception of DSLAMS, the loop includes attached electronics, including multiplexing equipment used to derive the loop transmission capacity. Loops are not limited to facilities but include features, functions and capabilities of such facilities including multiplexing capabilities.

*3.1.1 MCIIm is entitled to utilize loops provisioned through the use of Digital Loop Carrier (DLC), channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed, or concentrated. If MCIIm requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC), PACIFIC shall provide the loops unless no technically feasible unbundling solution is available. If the IDLC loop cannot be unbundled, PACIFIC will, where available, move the requested unbundled loop(s) to a spare, existing physical digital loop carrier unbundled loop at no additional charge to MCIIm. If however, no spare unbundled loop is available, PACIFIC will within two (2) business days, excluding weekends and holidays, of MCIIm's request, notify MCIIm of the lack of available facilities.

*3.1.2 The local loop network element includes all features, functions and capabilities of the transmission facility, including dark fiber and attached electronics (except those electronics used for the provision of advanced services, such a Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops. Pursuant to the UNE Remand Order and any applicable or related federal law, PACIFIC agrees to provide optical loops where available in its wire centers along with associated cross connects and optical transport.

3.1.3 MCIIm is entitled to utilize loops provisioned through the use of Digital Loop Carrier (DLC), channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

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- *3.1.4 Consistent with the FCC *UNE Remand Order*, PACIFIC is not required to unbundle DSLAM equipment except in one limited circumstance as follows: PACIFIC must provide MCIIm with access to unbundled packet switching in situations in which PACIFIC has placed its DSLAM in a remote terminal. However, PACIFIC will be relieved of this unbundling obligation if it permits MCIIm to collocate its DSLAM in PACIFIC's remote terminal, on the same terms and conditions that apply to its own DSLAM. To the extent that an affiliate of PACIFIC deploys DSLAM equipment in a remote terminal or acquires such equipment through an asset transfer, the obligation remains to unbundle these DSLAMs. As advances in technology allow for as yet unknown equipment to be deployed on the Loop facility to improve the Loop's voice or data transmission capabilities and PACIFIC elects to deploy such technology advancements, PACIFIC will make this technology available to MCIIm as part of the unbundled Loop element.
- 3.1.5 PACIFIC shall make Loops in its network available on an unbundled basis regardless of the transmission technology used to deliver the Loop to the central office.
- 3.2 PACIFIC will provide at the rates, terms, and conditions set forth in Appendix Pricing the following types of Loops:
 - 3.2.1 2-Wire or 4-wire Analog (Basic) Loop: This PACIFIC unbundled Network Element is Plain Old Telephone (POTS) grade two-wire or 4-wire circuit or equivalent voice frequency channel that supports analog transmission of 300-3000 Hertz (Hz) with loss no greater than 8.0db measured at 1004 Hz with 900 ohms impedance at the central office POI and 600 ohms impedance at the MPOE. In addition, coin supervision, 2-wire reverse battery loops and ground start signaling options are available.
 - 3.2.1.1 2-Wire or 4-wire Analog (Assured) Link. PACIFIC's unbundled Network Element (2-wire or 4 wire) Analog (Assured) Link is a voice frequency channel that supports analog transmission of 300-3000 Hertz ("Hz"). The loop will have a loss no greater than 5.5db measured at 1004 Hz with 900 ohms at the central office POI and 600 ohms at the MPOE.
 - 3.2.2 2-Wire Digital Loop: A 2-Wire Digital Loop supports Basic Rate ISDN ("BRI") and IDSL (ISDN Digital Subscriber Line) digital services that will conform to ANSI standard T1.601.
 - 3.2.3 4-Wire Digital Loop: A 4-Wire Digital Loop supports DS1 digital services including Primary Rate ISDN ("PRI"). The 4-Wire Digital Loop supports usable bandwidth up to 1.544 Mbps.

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- 3.2.4 Digital Subscriber Line Loops. See Appendix DSL.
- 3.3 Reserved for future use
- 3.4 SUB-LOOP ELEMENTS
 - 3.4.1 PACIFIC will provide sub-loop elements as unbundled network elements as set forth in this Appendix. The terms and conditions for sub-loops contained in this Section 3.4 are interim and shall be updated to reflect the outcome of the Commission's Permanent Line Sharing Phase of OANAD.
 - 3.4.2 A sub-loop unbundled network element is defined as any portion of the loop from PACIFIC's central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in PACIFIC's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.
 - 3.4.3 Definitions pertaining to the Sub-Loop:
 - 3.4.3.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
 - 3.4.3.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
 - 3.4.3.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.
 - 3.4.3.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an Customer can be connected to the ILEC's network.
 - 3.4.3.5 "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.
 - 3.4.3.6 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.
 - 3.4.3.7 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.
 - 3.4.3.8 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.
 - 3.4.3.9 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

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3.4.3.10“SAI/FDI-to-NID” is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an Customer’s premise.

3.4.3.11“SPOI” is defined as a Single Point of Interconnection. A SPOI will usually be located in a Multi-Tenant Environment as a single point of demarcation which will allow ILECs and MCImS to interconnect to wiring owned or controlled by the property owner or their agent.

3.4.3.12“SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.

3.4.3.13“Term-to-NID” is that portion of the loop from an accessible terminal to the NID, which is located at an Customer’s premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

3.4.4 PACIFIC will offer the following subloop types:

3.4.4.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

3.4.4.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

3.4.4.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

3.4.4.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

3.4.4.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

3.4.4.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

3.4.4.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with Customer capacity up to 144 Kbps.

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- 3.4.5 Subloops are not available for combination by PACIFIC with any Unbundled Network Elements or service.
- 3.4.6 Subloops are provided “as is” unless MCIIm requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 3.4.7 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.
- 3.4.8 Twisted-pair Copper Subloops:
- 3.4.8.1 Access to terminals for twisted-pair copper subloops is defined to include:
- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
 - the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
 - the Main Distributing Frame (MDF),
 - the Terminal (underground or aerial).
- 3.4.9 MCIIm may request access to the following twisted-pair copper subloop segments:

FROM:	TO:
1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distributing Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. *SPOI (Single Point of Interface)	Stand Alone

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- * Provided using the BFR Process. In addition, if a MCIIm requests an Interconnection Point which has not been identified, MCIIm will need to submit a BFR.

3.4.10 High Capacity Subloops:

3.4.10.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

3.4.10.2 MCIIm may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

3.4.11 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

3.4.12 Provisioning:

3.4.12.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

3.4.12.2 Spare subloop(s) will be assigned to MCIIm only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.

3.4.12.3 Provisioning intervals for subloops shall be governed by MCIIm state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

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3.4.13 Maintenance:

- 3.4.13.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the PACIFIC switch/testing equipment will be lost.
- 3.4.13.2 MCIm shall isolate trouble to the PACIFIC Subloop portion of MCIm's service before reporting trouble to PACIFIC.
- 3.4.13.3 PACIFIC shall charge MCIm a Maintenance of Service Charge (MSC) when MCIm dispatches PACIFIC on a trouble report and the fault is determined to be in MCIm's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
- 3.4.13.4 Once all subloop access arrangements have been completed and balance of payment due PACIFIC is received, MCIm may place a LSR for subloops at this location. Prices at which PACIFIC agrees to provide MCIm with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.
- 3.4.13.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where MCIm has a SAA, PACIFIC repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should MCIm cabling require replacement, PACIFIC will provide prompt notification to MCIm for MCIm to provide the replacement cable to be terminated as necessary.

3.4.14 Subloop Access Arrangements:

- 3.4.14.1 Prior to ordering subloop facilities, MCIm will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the PACIFIC subloop network.
- 3.4.14.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. MCIm will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
- 3.4.14.3 Upon receipt of a complete and correct application, PACIFIC will provide to MCIm within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When MCIm submits a request to provide a written estimate for sub-

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loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

- 3.4.14.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.
- 3.4.14.5 Subloop inquiries do not serve to reserve subloop(s).
- 3.4.14.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 3.4.14.7 MCIm will be responsible for obtaining rights of way from owners of property where PACIFIC has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 3.4.14.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, MCIm should have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both MCIm and ILEC to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.
- 3.4.14.9 Construction of the Subloop Access Arrangement shall be completed within 90 days of MCIm submitting to PACIFIC written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. PACIFIC will not begin any construction under the SCA until MCIm has provided proof that it has obtained necessary rights of way.
- 3.4.14.10 Upon completion of the construction activity, MCIm will be allowed to test the installation with a PACIFIC technician. If MCIm desires test access to the SAA, MCIm should place its own test point in its cable prior to cable entry into PACIFIC’s interconnection point.
- 3.4.14.11 A non-binding MCIm forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow PACIFIC to properly engineer access to each SAI and to ensure PACIFIC does not provide more available terminations than MCIm expects to use.

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- 3.4.14.12 In order to maximize the availability of terminations for all CLECs, MCIm shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. MCIm would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 3.4.14.13 Unused MCIm terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at MCIm expense.
- 3.4.14.14 In the event MCIm elects to discontinue use of an existing SAA, or abandons such arrangement, MCIm shall pay PACIFIC for removal of their facilities from the SAA.
- 3.4.14.15 Subloop Access Arrangement (SAA) Access Points:
- 3.4.14.15.1 SAI/FDI or Terminal
 - 3.4.14.15.2 MCIm cable to be terminated in a PACIFIC SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. MCIm's Aerial cables should be aircore.
 - 3.4.14.15.3 MCIm may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that PACIFIC will terminate on available binding posts in the SAI/FDI or Terminal.
 - 3.4.14.15.4 MCIm may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and PACIFIC will stub out a cable from the SAI/FDI or Terminal, which PACIFIC will splice to MCIm cable at the meet point.
 - 3.4.14.15.5 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.
 - 3.4.14.15.6 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, PACIFIC may choose to increase capacity of the SAI/FDI by the method of its choice, for which MCIm will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing MCIm to terminate its cable at the SAI/FDI.

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- 3.4.14.15.7 Exhausted Termination Points in a Terminal- When a terminal's termination points as all terminated to assignable cable pairs, PACIFIC may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate MCIm facilities for which MCIm will be charged.
- 3.4.14.16 Relocation of Existing ILEC/MCIm Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
- 3.4.14.17 PACIFIC shall notify MCIm of pending relocation as soon as PACIFIC receives such notice.
- 3.4.15 MCIm shall notify PACIFIC of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
 - 3.4.15.1 PACIFIC shall then provide MCIm an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with MCIm and PACIFIC engineer.
 - 3.4.15.2 MCIm shall notify PACIFIC of acceptance or rejection of the new SCA within 10 business days of it's receipt of PACIFIC's estimate.
 - 3.4.15.3 Upon acceptance of the PACIFIC estimate, MCIm shall pay at least 50% of the relocation costs at the same time as they notify PACIFIC of their acceptance of estimate costs.
 - 3.4.15.4 Should MCIm decide not to continue the SAA, MCIm will notify PACIFIC as to the date that PACIFIC may remove MCIm's facilities from that SAA. MCIm will pay PACIFIC for all costs associated with the removal of MCIm's SAA.
 - 3.4.15.5 In the event that MCIm does not respond to PACIFIC in time to have their facilities relocated, PACIFIC shall move MCIm facilities and submit a bill for payment to MCIm for the costs associated with the relocation. Should MCIm elect not pay this bill, then MCIm facilities will be removed from the site upon 30 days notice to MCIm.
- 3.4.16 RT (for DS3 Subloop):
 - 3.4.16.1 MCIm may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that PACIFIC will terminate on a fiber/coax interconnection block to be constructed in the RT.
 - 3.4.16.2 MCIm may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and PACIFIC will stub out a cable from the RT, which PACIFIC will splice to MCIm cable at the meet point.

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4.0 SWITCHING

- 4.1 General. The Local Switching Unbundled Network Element provides for line side and trunk side interface access plus the features, functions, and capabilities of the local switch. This element includes the basic functionality to establish temporary paths within the specific local switch to connect: lines to lines; lines to trunks; trunks to lines; and trunks to trunks. The local switching unbundled network element includes only those elements associated with the specific local switch and does not include any inter-switch trunking. Unbundled local switching is provided by Stored Program Controlled (SPC) analog or digital equipment and will be provided where technically feasible and where equipment/facilities are available.
- 4.2 Unbundled Local Switching (ULS): is defined as the local circuit switching (including packetized circuit switching capability network element, as set forth in FCC Rule § 51.319. PACIFIC shall make available unbundled switching capacity, including dial tone, digit reception, access to signaling, deployed AIN capabilities and vertical features, and access to shared transport with standard routing to interoffice trunks and interoffice transport provided by PACIFIC or to designated trunks specified and purchased by MCIIm in accordance with this Appendix. PACIFIC designates this service “Unbundled Local Switching ” (ULS). In purchasing ULS, MCIIm must obtain a line side port (including a telephone number and, at MCIIm’s option, a directory listing) for access to the switching functions and vertical features provided by the switch, and some designation of trunking for completion of calls, with the exception of intra-switch calls. All intra-switch calls are completed using PACIFIC’s switch and no trunk designation is made for completion of such calls.
- *4.3 At PACIFIC’s discretion, upon not less than one hundred and eighty (180) days’ written notice to MCIIm, PACIFIC may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices to MCIIm’s serving end-users with four or more voice grade lines within any territory (each an “exception Territory”) with respect to which PACIFIC can demonstrate that, as of the date on which MCIIm receives notice (the “Exception Notice Date”), PACIFIC has satisfied each of the following conditions:
- a) A territory shall constitute an “Exception Territory” if it constitutes the service area of PACIFIC offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 (“UNE Remand Order”); and

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- b) In the Exception Territory where PACIFIC elects to offer the Enhanced Extended Loop (EEL) pursuant to the UNE Remand Order, the EEL would be available to MCIIm in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. PACIFIC may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for MCIIm Customer accounts involving four or more lines.
- 4.3.1 In determining whether PACIFIC may exercise its rights under this Section in any particular case, MCIIm shall be obligated to disclose customer account detail similar to customer service records that PACIFIC provides to the CLEC through pre-ordering process.
- 4.3.2 Nothing in this Section 4.1.1 shall preclude MCIIm from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which PACIFIC may exercise its rights under this Section.

4.4 Switch Ports

- 4.4.1 In PACIFIC, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

4.4.1.1 Line Switch Ports –

4.4.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

4.4.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a MCIIm wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

4.4.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

*4.4.1.1.3.1 MCIIm may use an analog line port to terminate the voice portion of an ADSL-capable loop or the voice portion of other xDSL technologies where the voice and data can be carried over the same copper pair.

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4.4.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kpbs “D” (delta) channel for signaling.

4.4.1.2 Trunk Side Switch Ports –PACIFIC

4.4.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

4.4.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.

4.4.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications or a UNE dedicated trunk used for custom routing.

*4.4.1.2.4 Additional switch ports may be developed in accordance with the BFR process.

*4.4.1.2.5 PACIFIC shall provide MCIm with non-discriminatory access to any third parties to which PACIFIC is connected via interoffice trunks and interoffice transport.

4.4.2 Form of Line Port Access: Access to unbundled Local Switching, as specified in Section 4.2 may occur in the following manner:

4.4.2.1 ULS Access, Cross-Connection Through Collocation: From MCIm’s collocation space, MCIm may purchase an EISCC cross-connection to PACIFIC’s line side Port to obtain access to ULS.

4.4.2.2 Combining Loops and ULS: MCIm may combine Loops and PACIFIC’s ULS. When currently combined, MCIm shall not be required to purchase a cross connection facility from PACIFIC’s central office distribution frame to the line side port of the switch.

4.4.2.3 Loops, ULS and Transport: MCIm may combine Loops, the ULS, and transport facilities, which can be shared transport from PACIFIC. When currently combined, MCIm shall not be required to purchase any cross-connection facility from PACIFIC

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central office distribution frame to the line side port of the switch.

*4.4.3 Loops, ULS and Transport: MCIm may utilize Loops, the ULS, and transport facilities, which can be dedicated, or shared or common transport from PACIFIC. When currently combined, MCIm shall not be required to purchase any cross-connection facility from PACIFIC.

4.4.3.1 Option A: PACIFIC-Provided Interoffice Transport and PACIFIC-Provided Operator and Directory Assistance Services: In this configuration, MCIm purchases a line Port and receives a telephone number and directory listing, switching capacity, switch features as referenced in Section 4.0, deployed AIN capabilities and completion to PACIFIC's interoffice trunks for all multiple-switch Local Calls, calls to operator, directory assistance services and E911. In this configuration, intra-switch calls are also provided through PACIFIC's switch. PACIFIC will be solely responsible for design and engineering of the trunks under this option. In addition, PACIFIC will provide all 0-, Local 0+ operator and Local 411 directory assistance services under this option. PACIFIC's switch will be programmed to allow routing to and from MCIm's line ports, including operator and directory assistance calls, to PACIFIC's network. PACIFIC shall route all intraLATA toll and interLATA/international calls dialed by MICW ULS Customers to the Customer's PIC'd carrier for intraLATA or interLATA/international service. PACIFIC will route these calls using FGD signaling to the PIC'd carrier's designated POP. At the customer's request, PACIFIC will carry the customer's IntraLATA toll calls.

4.4.3.2 Option B: PACIFIC-Provided Interoffice Transport with Customized Routing-Simple and with Operator and/or Directory Assistance (DA) Services Unbundled from PACIFIC's Line Port Switching Capacity: In this configuration, MCIm purchases a Line Port and receives a telephone number and a directory listing, switching capacity, switch features, as referenced in Section 4.0 including deployed capabilities, and completion to PACIFIC's interoffice trunks for all multiple-switch Local Calls, and E911 calls. In this configuration, intra-switch calls are also provided through PACIFIC's switch. With the exception of trunks for operator and/or directory assistance services, or both, PACIFIC will be solely responsible for design and engineering of its interoffice trunks. MCIm may utilize existing FGD trunks, which would not require cross-connects, or order separate trunks for operator services provided by itself or a third party identified by MCIm to provide such services. When ordering separate

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trunks, transport facilities may be purchased from PACIFIC, or connected to MCIIm's facilities through a collocation cage by obtaining a cross connect from PACIFIC. MCIIm will be responsible for design and engineering of the dedicated operator and/or directory assistance trunks where used, and shall also be responsible for designating the transport facilities it desires, if any, from PACIFIC at the points where these facilities shall terminate. In addition, MCIIm shall be responsible for providing all operator and/or directory assistance services. PACIFIC's switch will be programmed on a per-switch basis to route all local ULS-originated calls to PACIFIC's shared network, including operator and/or directory assistance calls when Option A is requested otherwise operator and/or directory assistance calls will be routed to the trunks designated by MCIIm. At the End User's request, Pacific will carry the End User's IntraLATA toll calls.

4.4.3.2.1 MCIIm designates Feature Group D as its compatible signaling protocol for Operator Services and Directory Assistance (OPS/DA). Until PACIFIC offers Feature Group D signaling protocol, or MCIIm designates another signaling protocol which PACIFIC provides, PACIFIC will offer operator services and directory assistance as an unbundled network element in accordance with Section 5.0. At such time PACIFIC offers Feature Group D signaling protocol for customized routing, or MCIIm designates another signaling protocol which PACIFIC provides, the parties will negotiate an amendment to this section based on MCIIm's requirements.

4.4.3.3 Option C: Customized Routing - Complex for MCIIm Traffic Using Routes Designated by MCIIm. This option is Customized Routing for MCIIm traffic in the manner designated by MCIIm, and it requires that special, customized routing programming be provided by MCIIm. This option will include all of the features listed in Options A and B. However, with this Option, MCIIm may direct 7 and 1+10-digit intraLATA inter-switch traffic on a class-of-call or dialed NPA-NXX basis to a trunk group other than the standard trunk group used for PACIFIC's routing. Routing on a class-of-call basis means the ability to direct all calls to particular NPA-NXXs originating from PACIFIC's end office switch to a single trunk group. At MCIIm's request, PACIFIC will custom-route intraLATA inter-switch calls on a class-of-call

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basis to the PACIFIC tandem serving the originating PACIFIC end office, or to an MCIIm switch. Alternatively, at MCIIm's request, PACIFIC will direct intraLATA inter-switch calls based on the dialed NPA-NXX to the PACIFIC tandem serving the originating PACIFIC end office, to an MCIIm switch, and/or to the PACIFIC end office where the dialed NPA NXX resides. In this configuration, MCIIm obtains one or more Line Ports and receives a telephone number and directory listing, switching capacity, switch features, including deployed AIN capabilities, that will permit the completion of multiple-switch intraLATA calls, calls to either operator or directory assistance services, or both, and E-911 calls. In this configuration, PACIFIC shall complete intra-switch calls through its switch. PACIFIC shall complete inter-switch calls using, at MCIIm's direction, either shared or dedicated transport facilities. MCIIm will be solely responsible for design and engineering of any dedicated transport under this option. PACIFIC will be solely responsible for design and engineering of any PACIFIC-provided shared or common transport used under this option. MCIIm may purchase Dedicated Transport from PACIFIC or may provide its own.

4.4.4 Implementation Schedule

4.4.4.1. Option A is available immediately

PACIFIC will deploy Option A within ten (10) business days after MCIIm's order for a particular switch or switches up to a maximum of fifty (50) switches per order. PACIFIC will implement all valid switch requests ("CLLIs") and reject the invalid requests on an individual CLI basis.

4.4.4.2 Deployment of Option B will be on a project specific basis as mutually agreed by the Parties.

PACIFIC will implement a valid Option B, Option C, or ROAR resale routing to operator systems custom routing footprint order for an individual switch according to the following schedule: 1-48 trunks = 38 Business Days, 49-96 trunks = 40 Business days, 97-144 trunks = 42 Business Days; 145-193 trunks = 48 Business Days. In any event, PACIFIC shall complete the footprint order no later than 60 Business Days from receipt of a valid order unless mutually agreed by the Parties.

4.5 Tandem Switching

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4.5.1 Reserved for future use.

4.5.2 Tandem Switching General Description and Specifications of the Unbundled Element. PACIFIC will provide, subject to the terms and conditions specified herein, the following unbundled Tandem Switching:

4.5.2.1 Tandem Switching. Tandem Switching is defined as the local tandem switching capability network element, as set forth in FCC Rule 51.319. Tandem Switching allows use of the Tandem Switch itself for the transmission of calls between any two switches connected to that tandem, without any customized routing. PACIFIC's unbundled Tandem Switching will permit access to the Tandem Switch to originate a call to, or terminate a call from, a MCIm to a PACIFIC End Office, another LEC, Wireless Service Provider, an IXC or another switch, using the normal routing established in PACIFIC's tandem.

*4.5.2.1.1 When MCIm uses PACIFIC's LSNE (except where MCIm requests Dedicated Transport using Options B or C), use of the tandem is included in the shared transport charges set forth Appendix Pricing.

*4.5.2.2 Technical Requirements for Tandem Switching

Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90 and that PACIFIC provides to its own customers. The requirements for Tandem Switching include, but are not limited to the following:

4.5.2.2.1 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features;

4.5.2.2.2 Tandem Switching shall provide connectivity to Operator Systems as mutually agreed by the parties to MCIWMCIm operator-to-LEC operator connections for BLV;

4.5.2.2.3 Tandem Switching shall provide access to Toll Free number portability database as described in

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the above TR and TR-NWT-000533, Issue 3.1.2 (“Access Tandem/SSP”) for calls between Equal Access End Offices and the Access Tandem.

- 4.5.3 When MCIIm uses PACIFIC’s ULS (except where MCIIm requests Dedicated Transport using Options B or C), use of the tandem is included in the shared transport charges set forth in Appendix Pricing.

4.5.4 Implementation Schedule

- 4.5.4.1 Tandem Switching as described herein will be available as of the Effective Date of this Agreement.

- 4.5.4.2 Tandem switching rates are as specified in Appendix Pricing.

*4.6 Packet Switching

- 4.6.1 Definition. Packet Switching is defined as the packet switching capability Network Element, as set forth in F.C.C Rule 51.319. Without limiting the foregoing, Packet Switching includes the basic packet switching function of routing or forwarding packets, frames, cells or other data units. Packet Switching also includes the Digital Subscriber Line Access Multiplexers (DSLAMs) functionality, including but not limited to:

- 4.6.1.1 The ability to terminate copper customer loops (which include both a low-band voice channel and a high-band data channel, or solely a data channel);

- 4.6.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

- 4.6.1.3 The ability to extract data units from the data channels on the loops, and

- 4.6.1.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

- 4.6.2 PACIFIC shall be required to provide nondiscriminatory access to unbundled Packet Switching capability for use with unbundled Loops within the service area of a PACIFIC central office (a “Service Area”) where each of the following conditions are satisfied:

- 4.6.2.1 PACIFIC has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems, or PACIFIC has deployed any other system in which fiber optic facilities prevent MCIIm from obtaining a continuous copper facility between the retail customer’s premises and PACIFIC’s central office; and

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4.6.2.2 PACIFIC cannot make a continuous copper loop available for use by MCIm capable of supporting the xDSL services MCIm seeks to offer; and

4.6.2.3 PACIFIC has not permitted MCIm, within thirty (30) days of an MCIm request, to collocate for the purposes of deploying necessary electronics, including but not limited to plug-in cards for DLCs located at PACIFIC RTs. In addition, PACIFIC does not allow MCIm to interface with the copper plant serving the customer's premises and, at MCIm's option, to interconnect within PACIFIC loop distribution facilities prior to its termination on PACIFIC's MDF; and

4.6.2.4 PACIFIC, either directly or through an affiliated entity, has deployed packet switching capability for the purpose of providing retail service or supporting retail service to a customer within such Serving Area.

4.6.3 Where PACIFIC is required to provide Packet Switching to MCIm, PACIFIC shall provide interconnection at any technically feasible point selected by MCIm.

4.6.4 Packet Switching functionality provided pursuant to this Appendix in combination with unbundled Loops that were installed prior to the date on which PACIFIC is able to demonstrate the conditions required in Section 4.6.2 shall not be disrupted or disconnected by PACIFIC, and shall continue to be provided until such time as MCIm issues an order to disconnect the Network Elements.

4.6.5 All disputes arising under these provisions shall be resolved in accordance with the Alternative Dispute Resolution process set forth in General Terms and Conditions.

5.0 OPERATOR SERVICES AND DIRECTORY ASSISTANCE

See Appendix OS and Appendix DA. In accordance with Section 51.319(f) of the FCC's unbundling rules, PACIFIC is required to provide nondiscriminatory access in accordance with Section 51.311 and section 251(c)(3) of the Act to operator services and directory assistance on an unbundled basis for the provision of a telecommunications service where the incumbent LEC does not provide customized routing or a compatible signaling protocol.

6.0 CROSS CONNECTIONS

6.1 The cross connect is the media between PACIFIC's distribution frame and a MCIm designated collocation space or other PACIFIC unbundled network element purchased by MCIm, the PACIFIC UNE and a MCIm designated point of access, or the media between PACIFIC UNE and a Collocation area for the

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purpose of permitting MCIm to connect the PACIFIC to other UNEs or to MCIm's own facilities. Where PACIFIC has otherwise committed to connect one UNE to another UNE on behalf of MCIm, or to leave connected one UNE to another UNE on behalf of MCIm the cross connect is the media between one PACIFIC UNE and another PACIFIC UNE.

- 6.2 PACIFIC shall provide cross connections within its Central Offices or Wire Centers, including, but not limited to cross connections at the following speeds DS0, DS1, DS3 and OCn where available:

- 6.2.1 between a loop and:

6.2.1.1 MCIm's POT for its physical collocation arrangement

6.2.1.2 Other PACIFIC equipment or other Network Elements (e.g., multiplexer, DCS, Dedicated Transport).

- 6.2.2 Between other PACIFIC-provided equipment or other UNEs (e.g., multiplexer, DCS, dedicated transport) and:

6.2.2.1 MCIm's POT for its physical collocation arrangement.

6.2.2.2 Other PACIFIC equipment or other Network Elements.

- 6.3 To the extent required by the FCC, PACIFIC will at its option permit MCIm to interconnect its network with that of another collocating telecommunications carrier at PACIFIC's premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises provided that the collocated equipment is also used for interconnection with PACIFIC or for access to PACIFIC's Unbundled Network Elements. Subject to the conditions above PACIFIC will provide the connection between the equipment in the collocated spaces of two or more telecommunications carriers and any necessary DCS or other equipment at the requesting competitive local carrier's expense, unless PACIFIC permits one or more of the collocating parties to provide this connection for themselves. PACIFIC need not permit collocating telecommunications carriers to place their own connecting transmission facilities within PACIFIC's premises outside of the actual Physical Collocation space.

7.0 PROJECTS & COORDINATED CUT PROJECTS

- 7.1 For basic loops, a project is defined as a request of twenty or more lines to a single Customer's minimum point of entry (MPOE). The parties will mutually agree on an implementation schedule.

- 7.2 Reserved for future use.

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- 7.3 On each Loop order in a Wire Center, MCIIm will contact PACIFIC and the Parties will agree on a cutover time at least two (2) business days before the due date. The cutover time will be defined as a half (1/2) hour, within which both MCIIm and PACIFIC personnel will make telephone contact to begin the cutover activity. Cutover activity which is requested to take place outside of normal business hours (8 a.m. to 5 p.m. Monday through Friday, excluding holidays) will be billed as time and material.
- 7.4 Within the appointed half hour cutover time, MCIIm will call PACIFIC's Local Operations Center ("LOC"), and when the LOC is reached in that interval, such work will begin. If MCIIm fails to call or is not ready within the appointed interval, and if MCIIm had not called to reschedule the work at least two (2) business hours prior to the start of the interval, MCIIm and PACIFIC will reschedule the work order on a mutually negotiated basis.
- 7.5 If either MCIIm or PACIFIC cannot comply with the schedule, that party will timely notify the other. If MCIIm's notice is not at least 2 business hours prior to the start of the scheduled interval of the coordinated cut, MCIIm will pay PACIFIC the applicable Non-Recurring Charge (NRC). In addition, non-recurring charges for the rescheduled appointment will apply. If PACIFIC's notice is not at least 2 business hours prior to the start of the scheduled interval of the coordinated cut, PACIFIC will waive any applicable NRC. If PACIFIC's LOC is not available or ready when MCIIm calls during the half (1/2) hour interval, PACIFIC will not bill the change order charge for the due date change for the Loop or Loops scheduled for that interval and will reschedule the installation time on a mutually negotiated basis.

8.0 NETWORK INTERFACE DEVICE (NID)

- 8.1 The NID is provided as the loop interface used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its End-User. The NID contains the connection points or posts to which the service provider and the End-User customer each make its connections.
- 8.1.1 With respect to multiple dwelling units or multiple unit business premises, MCIIm will provide its own NID, will connect directly with the customer's inside wire, and will not require any connection with the PACIFIC NID, unless such premises are served by "single-subscriber" type NIDs.
- 8.1.2 To the extent and PACIFIC NID exists, it will be the interface to the inside wiring, unless MCIIm and the customer agree to an interface that bypasses the PACIFIC NID.
- 8.1.3 Under this Agreement, PACIFIC shall offer two general types of NIDs:

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- 8.1.3.1 Simple NID: A Simple NID is a standard network interface (SNI), the use of which permits the Customer's inside wiring to be isolated from PACIFIC's network.
- 8.1.3.2 Complex NID: A Complex NID is a building terminal where an Customer's inside wiring terminates on PACIFIC's network.
- 8.2 If MCIm provides its own local loop, MCIm will place its own NID and will interface to the customer's premises wiring through connections in the customer chamber of the PACIFIC NID.
- 8.3 Unless requested by MCIm, no coordination is needed for MCIm to access the customer side of PACIFIC's NID. If MCIm requests PACIFIC to move or rearrange PACIFIC's NID, PACIFIC and MCIm will coordinate such rearrangements. Time and Material charges will be applied for these rearrangements at the rates specified in Appendix Pricing. In addition, unless otherwise agreed by MCIm and PACIFIC, neither Party shall access the network side of the other Party's NID unless the owning Party's service technician is present, or unless the owning Party has already made the necessary modifications to isolate its network.
 - 8.3.1 Upon request, PACIFIC will dispatch a technician to tag the Customer's inside wire facilities on the Customer's side of the NID. In such cases, a Premise Visit charge shall apply as a Dispatch without Installation of NID. If loop/NID terminating information provided to MCIm is incorrect due to PACIFIC error, PACIFIC will, when required, dispatch a technician at PACIFIC's expense.
- 8.4 The PACIFIC NIDs that MCIm uses under this Appendix will be existing NIDs installed by PACIFIC to serve its customers.
- 8.5 MCIm shall not attach to or disconnect PACIFIC's ground. MCIm shall not cut or disconnect PACIFIC's loop from its protector. MCIm shall not cut any other leads in the NID. MCIm shall protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. MCIm shall tighten all screws or lugs loosened by MCIm in the NID's enclosure and replace all protective covers.
- 8.6 TECHNICAL REQUIREMENTS
 - 8.6.1 PACIFIC's NID shall provide an accessible point of interconnection for the subscriber-owned inside wiring, for PACIFIC's facilities, for the Distribution Media and/or cross connect to MCIWMCIm's NID, and shall maintain a connection to ground.
 - 8.6.2 PACIFIC's NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media

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and/or cross connect to MCIIm's NID, consistent with the NID's function at the Effective Date of this Agreement.

- 8.6.3. Protection of Facilities. In no case shall either Party connect to the NID or tie down its connecting facility directly over the other Party's facility without prior approval of the other Party and without conditioning having been performed to isolate each Party's network. Furthermore, in no instance shall either Party attach its connecting facility in any manner so as to cause voltage or its own dial tone to occur on the other Party's network.
- 8.6.4. Drops. Either Party shall be permitted to secure its drop facility to its NID by grounding it in an appropriate manner. Upon disconnection of service to the Customer customer, either Party may leave its drop in place until another LEC or CLEC needs access to the NID.

9.0 LOOP CONCENTRATOR/MULTIPLEXER

- 9.1 Loop Concentrator/Multiplexer: With the exception of DSLAMs, the loop includes attached electronics, including multiplexing equipment used to derive the loop transmission capacity. Loops are not limited to facilities but include features, functions, and capabilities of such facilities including multiplexing capabilities.
- 9.2 Definition. The Loop Concentrator/Multiplexer does one or more of the following:
- (a) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);
 - (b) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);
 - (c) aggregates a specified number of signals or channels to fewer channels (concentrating);
 - (d) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or
 - (e) in some instances performs electrical to optical (E/O) conversion.
- 9.3 Reserved for future use.
- 9.4 The Loop Concentrator/Multiplexer function may be provided through an Integrated Digital Loop Carrier (IDLC) system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated. Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities and vice versa.

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- 9.5 PACIFIC will provide all technically feasible types of multiplexing/demultiplexing, including optical multiplexing when ordered in conjunction with a loop or UDT. However, if there are no cost studies filed for specific bandwidth of optical multiplexing a mutually agreeable rate for such equipment may be established through the special request process.
- 9.6 Interfaces for Central Office Multiplexing at the DS1 level will be provided in accordance with national standards.
- 9.7 The Loop Concentrator/Multiplexer must provide optical SONET interfaces at rates of OC-3, OC-12, OC-48, and Ocn, where available.

10.0 TRANSPORT

- 10.1 Dedicated Transport is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications between two wire centers or switches owned by PACIFIC or between a wire center or switch owned by PACIFIC and a MCIIm owned or provided switch. Dedicated Transport includes the following rate elements.
 - (a) Interoffice Transport Fixed - Billed per termination at each PACIFIC end office
 - (a) Interoffice Transport Variable - Billed per mile for the transmission path that extends between each PACIFIC end office.
 - (b) Entrance Facility – Applies from PACIFIC’s wire center (serving wire center) to MCIIm’s location.
 - (c) Multiplexing - Applies when MCIIm orders multiplexing as an option and in conjunction with Unbundled Dedicated Transport
 - (e) Digital Cross Connect System (“DCS”) - PACIFIC will offer access to Digital Cross-Connect System(s) (“DCS”) in conjunction with the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers.
- 10.1.1 PACIFIC will offer Dedicated Transport as a circuit (e.g. DS1, DS3 and OCn levels as well as concatenated signals over fiber, where available dedicated to MCIIm. When PACIFIC provides Dedicated Transport as a circuit or as capacity on a higher capacity system, PACIFIC shall operate the Dedicated Transport in parity with PACIFIC’s normal operations practices and shall provide any necessary multiplexing, grooming and redundant equipment and facilities necessary to support protection and restoration.
- 10.1.2 PACIFIC will provide transport at the following speeds: DS1 (1.544 Mbps), and DS3 (45 Mbps), and OC3, OC12, OC48, and higher speeds to

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MCIm as they are developed and made available to PACIFIC's Customers. Availability of unbundled transport services at transmission rates other than those provided in Appendix Pricing are subject to MCIm's request.

- 10.1.3 PACIFIC shall provide to MCIm protection and restoration of equipment and interfaces at parity with levels PACIFIC maintains for its own transport facilities.
- 10.1.4 PACIFIC shall comply with Telcordia and industry standards to the extent implemented in PACIFIC's transport network.
- 10.1.5 PACIFIC shall provide to MCIm redundant power supply or battery back-up to the extent implemented in PACIFIC's transport network.
- 10.1.6 PACIFIC shall provide to MCIm provisioning and maintenance for Dedicated Transport performed to the same extent such provisioning and maintenance are performed on PACIFIC's own transport network.
- 10.1.7 Where deployed in PACIFIC's network, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 10.1.8 Where MCIm requests physical diversity, PACIFIC shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by MCIm). PACIFIC shall take appropriate steps to assure physical diversity continues to be provided for the duration of the period that MCIm employs the unbundled Network Element or until such time that MCIm notifies PACIFIC that physical diversity is no longer required. PACIFIC will provide physical diversity to MCIm without requiring MCIm to use the BFR process. If physical diversity is required to make a UNE function as specified, PACIFIC will provide it at no charge. If MCIm wishes to order physical diversity under other circumstances, MCIm shall place an order under PACIFIC's applicable tariff.
- 10.1.9 PACIFIC shall offer the following interface transmission rates for Dedicated Transport:
 - 10.1.9.1 DS1 (Extended SuperFrame - ESF, D4 shall be provided);
 - 10.1.9.2 DS3 (C-bit Parity, M13 shall be provided).
- 10.1.10 Where deployed, PACIFIC will make available to MCIm interoffice transport services capable of interfacing on copper, coaxial cable, and optical fiber facilities. Consistent with current bundled offerings, the interoffice transport services will be capable of handling transmission rates ranging from voice grade up through Optical Carrier ("OC")-48 or higher if available on a higher capacity system.
- 10.1.11 Transmission Levels. Where deployed, PACIFIC will make dedicated transport available at the following speeds: DS1, DS3, and commercially

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available Optical Carrier levels (e.g., OC-3/12/48) or higher if available on a higher capacity system.

10.1.11.1 PACIFIC shall provide a cross-connect between Dedicated Transport and MCIIm's collocation arrangement using the following interfaces for the physical point of termination:

10.1.11.1.1 DSX1 for DS1s;

10.1.11.1.2 DSX3 for DS3s; and

10.1.11.1.3 LGX for optical signals (e.g., OC-3 and OC-12).

10.1.12 PACIFIC will provide SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces).

10.1.13 The technical requirements, transmission performance specifications, interface combinations and test requirements for Unbundled Interoffice Transmission Facilities are included in PACIFIC'S Publication L-780059-PB/NB for DS1 and DS3 transmission rates and in Publication L-780046-PB/NB for SONET transmission rates.

10.1.14 Provisioning and maintenance performed to the same extent such provisioning and maintenance is performed on PACIFIC's own transport network.

10.2 Intentionally Omitted.

*10.3 Shared Interoffice Transport: Shared transport will only be available where MCIIm purchases ULS. Shared transport provides connectivity and call completion from a PACIFIC end office where ULS is purchased and the terminating PACIFIC end office or POI where the call leaves PACIFIC's network. Shared Transport is an interoffice transmission path between two PACIFIC end office trunk ports, made available for non-discriminatory use by PACIFIC and one or more CLECs. Shared Transport is distinct and separate from switching. Shared Transport routes local calls between PACIFIC switches (end office to end office and end office to tandem), jointly using equipment and facilities employed by PACIFIC to route calls for retail customers of PACIFIC's, except that PACIFIC shall route MCIIm's intraLATA traffic over PACIFIC's Shared Transport facilities if requested by MCIIm in connection with ULS option "C" under this Appendix above.

10.3.1 Use of the tandem is included in the Shared Interoffice Transport charges set forth in Appendix Pricing.

10.3.2 PACIFIC shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

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10.3.3 At a minimum, Shared Transport shall meet the requirements set forth in the applicable industry standard technical references.

10.3.4 Common Transport: PACIFIC will provide Common Transport to MCIIm when MCIIm orders ULS. Common transport will be available between PACIFIC End Office switch ports and PACIFIC's Tandem Switches.

10.4 Intentionally Omitted.

*10.4.1 Cross Boundary UDT Meet Point Facilities Arrangements

10.4.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between PACIFIC and another neighboring Incumbent Local Exchange Carrier (PACIFIC) PACIFIC will be a willing participant in MCIIm's efforts to midspan join an UDT Facility ordered from PACIFIC with one of the same ordered by the same MCIIm from the neighboring PACIFIC. It is the responsibility of MCIIm to negotiate with each PACIFIC individually, and to order each piece of the Meet Point transmission facility from each individual PACIFIC separately in order to provide UDT from each PACIFIC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of MCIIm's order.

10.4.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

10.4.1.2.1 Non Recurring Charges: 100% of PACIFIC existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other PACIFIC. Each of these charges are found in Appendix Pricing.

10.4.1.2.2 Monthly Charges: PACIFIC will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within PACIFIC territory, as determined by the NECA 4 tariff. There will not be any compensation to the other PACIFIC.

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- 10.4.1.2.3 PACIFIC's current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two PACIFIC's ordering and provisioning intervals will apply.

11. EXTENDED LOOP COMBINATION

*11.1 PACIFIC agrees to provide MCIm with extended loop functionality that is a combination of currently available UNEs in accordance with the FCC order. The UNEs will be made available and combined at the prices set forth in Appendix Pricing, subject to modification as set forth therein. PACIFIC shall also offer MCIm extended loop at the DS0, DS1, DS3, and OCn level, and charges for combining such network elements shall be limited to recovering the costs PACIFIC incurs for combining such elements, without any additional markup related to the combining.

11.2 Intentionally Omitted.

*11.3 Extended loop will only be available to MCIm when MCIm is the provider of the Customer's switched local telephone exchange service. The dedicated transport will be established from MCIm customer's PACIFIC serving wire center to MCIm's collocation cage in a different PACIFIC central office. MCIm must order dedicated transport from the collocation cage to the wire center serving MCIm's Customer. In addition, PACIFIC must provide MUX and cross connect when appropriate.

11.4 Subsequent to establishing the dedicated transport, MCIm will order each loop and provide PACIFIC with the Channel Facility Assignment (CFA).

12. DARK FIBER/UNUSED TRANSMISSION MEDIA

12.1 Definition. Unused Transmission Media is physical transmission media (e.g., optical fiber, copper twisted pairs, and coaxial cable) physically connected to facilities that PACIFIC currently uses to provide service but which is not itself being used to provide service. This is commonly referred to as spare cable, coax, or fiber pairs. Dark Fiber, one type of unused transmission media, is unused strands of optical fiber. Dark Fiber also includes fiber that has not been activated through connection to the electronics that "light it" and thereby render it capable of carrying communications services.

*12.1.1 Anything to the contrary in this Section 12 notwithstanding, PACIFIC shall be required to terminate all fiber within its Central Offices by physically connecting such fiber to a fiber distribution frame. Such fiber

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shall be considered Dark Fiber and PACIFIC shall make it available to MCIIm in accordance with the requirements of this Section 12.

12.2 Intentionally Omitted.

12.3 Intentionally Omitted.

12.4 Intentionally Omitted.

***12.5 Spare Fiber Inventory Availability and Condition**

All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned. Spare dark fiber does not include maintenance spares, defective fibers, or fibers subscribed to by other carriers.

12.6 Determining Spare Fibers:

PACIFIC will inventory and track spare dark fibers. Spare fibers do not include the following:

Maintenance spares.

Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: 2 maintenance spare fibers
- Cables with 36 and 48 fibers: 4 maintenance spare fibers
- Cables with 72 and 96 fibers: 8 maintenance spare fibers
- Cables with 144 fibers: 12 maintenance spares
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares

12.7 Defective fibers

Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to MCIIm for use under this Agreement.

12.8 Intentionally Omitted.

12.9 Quantities and Time Frames for ordering Dark Fiber:

***12.9.1** The minimum number of fiber strands that MCIIm can order is two, and fiber strands must be ordered in multiples of two.

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12.9.2 Intentionally Omitted.

12.10 Intentionally Omitted.

12.11 Intentionally Omitted.

12.12 Intentionally Omitted.

12.13 MCIm may test the quality of the Dark Fiber to confirm its usability and performance specifications. PACIFIC will test the fiber to determine transmission levels prior to turning that fiber over to MCIm. Those test results will be provided to MCIm allowing MCIm to determine if that fiber segment meets MCIm's needs.

12.14 Intentionally Omitted.

12.15 Intentionally Omitted.

12.16 Intentionally Omitted.

12.17 Intentionally Omitted.

12.18 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an PACIFIC approved splitter shelf. This arrangement allows for non-intrusive testing. PACIFIC will install demarcations and make connectivity from the dark fiber to the demarcation point. MCIm will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to MCIm's equipment.

12.19 MCIm may place and utilize industry accepted Dense Wavelength Division Multiplexing capabilities for use on PACIFIC's dark fiber. Any equipment utilized in conjunction with dark fiber by MCIm will be placed on MCIm side of the demarcation point.

*12.20 REQUIREMENTS

12.20.1 PACIFIC shall offer all Unused Transmission Media to MCIm as an unbundled element in accordance with the prices set forth in Appendix Pricing.

12.20.2 PACIFIC shall provide a single point of contact (SPOC) for negotiating all Unused Transmission Media lease agreements.

12.20.3 PACIFIC shall provide Unused Transmission Media in working order.

12.20.4 PACIFIC shall provide to MCIm information regarding the location, availability and performance of Unused Transmission Media within five (5) business days for a records based answer and ten (10) business days for a

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field based answer, after receiving a request from MCIm (“Request”). Within such time period, PACIFIC shall send to MCIm written confirmation of availability of the Unused Transmission Media (“Confirmation”). From the time of the Request to ninety (90) days after Confirmation, PACIFIC shall reserve such requested Unused Transmission Media for MCIm’s use and may not allow any other party to use such media, including PACIFIC.

12.20.5 PACIFIC shall make Unused Transmission Media available to MCIm within twenty (20) business days after it receives written confirmation from MCIm that the Unused Transmission Media previously deemed available by PACIFIC is wanted for use by MCIm. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable MCIm to connect or splice MCIm provided transmission media (e.g., optical fiber) or equipment to the Unused Transmission Media.

12.20.6 PACIFIC shall include forecasted MCIm requirements in the design and expansion of its network and capacity to accommodate requests under this Section 12.

***12.21 REQUIREMENTS SPECIFIC TO DARK FIBER**

12.21.1 Dark Fiber shall meet the manufacturers’ design specifications.

12.21.2 MCIm may test Dark Fiber leased from PACIFIC using MCIm or MCIm designated personnel. PACIFIC shall provide appropriate interfaces to allow interconnecting and testing of Dark Fiber. PACIFIC shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

12.21.3 Pricing

12.21.3.1 When MCIm submits an inquiry for dark fiber or orders dark fiber, MCIm will pay the appropriate rates for dark fiber inquiry, dark fiber and dark fiber cross connect to collocation as set forth in the Pricing Appendix.

13.0 SIGNALING AND DATABASES

13.1 Signaling Networks

13.1.1 General Description and Specifications of the Unbundled Element: As described in this section, PACIFIC will make available interconnection to its SS7 signaling network to enable signaling necessary for call routing and completion. PACIFIC will also make available unbundled nondiscriminatory access to SS7 signaling links and PACIFIC’s Signaling

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Transfer Points (STPs). The provision of Unbundled SS7 Interconnection Service is not available under this agreement by mutual agreement of the parties. However, Unbundled SS7 Interconnection Service may be incorporated into this agreement by Appendix or amendment as applicable at a subsequent date by mutual agreement of the parties.

***13.2 Advanced Intelligent Network Databases ("AIN")**

13.2.1 General Description and Specifications of the Unbundled Element

13.2.1.1 MCIm may purchase the entire set of Advanced Intelligent Network ("AIN") features or functions, or any one or any combination of such features or functions, on a customer-specific basis. PACIFIC will provide MCIm with query access to PACIFIC's AIN SCP or successor databases to support AIN services in two ways: from PACIFIC's unbundled switch element residing in an AIN-capable end office or from MCIm's own switch. PACIFIC will provide MCIm access to PACIFIC's End-Office triggers when MCIm purchases PACIFIC's LSNE in order to invoke MCIm developed AIN services residing on PACIFIC's SCP or successor databases. AIN database access may not be used to access other databases.

13.2.2 Form of Access

13.2.2.1 MCIm's query access to PACIFIC's AIN SCPs will be via interconnection at PACIFIC's Regional or Local STPs consistent with existing network interface specifications and using messages conforming with Telcordia's Technical Reference TR-NWT-001285. The requirements for these messages may be modified by AIN access mediation (specifications not yet available).

13.2.3 General Terms and Conditions

13.2.3.1 PACIFIC will require access mediation to prevent unauthorized changes or access to data resident in its AIN database. Such access mediation will also provide network management functions to prevent MCIm traffic overloads from interfering with PACIFIC's AIN SCP operation.

13.2.3.2 PACIFIC will provide access to AIN call-related databases in a non-discriminatory and competitively neutral manner for use by MCIm for its own Customers exclusively. Subject to the Parties' respective obligations under the law to permit resale, MCIm will not be permitted to alter such access to PACIFIC's AIN SCP for use in part or in whole by third parties.

13.2.3.3 MCIm access to PACIFIC's AIN SCP and AIN based services deployed on such SCP will be mutually agreed upon on an individual case basis with all rates, terms, and conditions to be

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determined depending upon the specific nature of MCIIm's request. The parties will cooperate to conduct on a reasonably prompt basis such testing as may be necessary to determine the technical feasibility of MCIIm's request.

13.2.4 SMS For AIN

13.2.4.1 General Description and Specifications of the Unbundled Element

This product will allow MCIIm to update AIN service data residing in PACIFIC's AIN network for use on MCIIm lines.

13.2.4.2 Form of Access

13.2.4.2.1 PACIFIC will provide MCIIm access to PACIFIC's AIN service management system ("SMS") for the purpose of provisioning MCIIm-developed AIN services residing on PACIFIC's SCP. PACIFIC will also provide MCIIm access to PACIFIC's AIN SMS for the purpose of provisioning MCIIm's own customer data, in which case MCIIm shall have access to an unbundled PACIFIC AIN service residing on PACIFIC's AIN SCP. PACIFIC will provide, at MCIIm's request, electronic access to an AIN SMS system when available.

13.2.4.2.2 The Parties will mutually agree to the rates for such access.

13.2.4.3 Access to the Service Creation Environment ("SCE") of the AIN Database

13.2.4.3.1 General Description and Specifications of the Unbundled Element

13.2.4.3.1.1 PACIFIC will provide MCIIm access to PACIFIC's AIN Service Creation Environment ("SCE") for the creation and modification of AIN services. The Parties will mutually agree to the rates, terms, and conditions applicable to such access. All AIN services may require testing in PACIFIC's AIN laboratory prior to deployment into the network. Testing will evaluate compatibility with PACIFIC's network nodes, interaction with other AIN, 800/888, Operator Services, and other switch-based features, and appropriate use of network resources.

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13.2.4.3.2. Form of Access. PACIFIC will provide to MCIIm the following forms of access to SCE and any other forms of access mutually agreed upon:

- i. Under Option 1, MCIIm personnel will operate PACIFIC's SCE terminals themselves.
- ii. Under Option 2, MCIIm will develop service logic using MCIIm's Telcordia SPACE platform and will transfer the file to PACIFIC for testing and deployment.

13.2.5. General Terms and Conditions

Either party may initiate Alternate Dispute Resolution, pursuant to Appendix GT&C, to resolve disputes regarding AIN.

13.3 Intentionally Omitted.

13.4 Customer Records in LIDB

13.4.1 Facilities-based carriers and UNE-P providers are responsible for administering their Customer records in LIDB. Facilities based carriers will administer their records through direct interfaces to the LIDB SMS. UNE-P carriers can choose to administer their data either through LSRs or direct access to the LIDB SMS, but not both. MCIIm's failure to properly administer its customer records in LIDB may result in LIDB based services working incorrectly.

13.4.2 SMS For LIDB: PACIFIC will provide access to the Service Management System for LIDB, referred to as the LIDB Administrative System (LIDB/AS) if MCIIm requests such access. The parties agree to negotiate the terms and conditions of such access at the time MCIIm requests such access. Access to LIDB/AS will allow MCIIm to create, modify, update or delete the Customer line information in the LIDB. For a MCIIm Customer, line information includes, but is not limited to, telephone number and pre-assigned calling card PIN and billed number screening data (collect and third number billing indicators). The LIDB updates are processed continuously through service order input to LIDB/AS, which then updates LIDB.

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PACIFIC BELL/MCIIm

<u>Service</u>	<u>Combination</u>	<u>Service Description</u>	<u>Options</u>	<u>Ancillary Equipment Necessary to Make Combination Function (PACIFIC to fill in)</u>
Switched Services (Using PACIFIC UNE Switching)	2 Wire loop & Port	VG Service – POTS	Assured Link	
Switched Services (Using PACIFIC UNE Switching)	2 wire loop & Port	ISDN (BRI) – POTS		
Switched Services (Using PACIFIC UNE Switching)	4 wire DS-1 loop & Port	PBX service	- Super trunk - DID - DOD 2way	
Switched Services (Using PACIFIC UNE Switching)	4 wire DS-1 loop & Port	PBX ISDN (PRI)		
Switched Services (e.g., loops to MCIIm provided switching)	2 wire loop & cross connect	LOOP to COLLO equipment	- Assured Link - Digital link (ISDN/xDSL) - Cooper Switched Digital link - Data Conditioning	

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<u>Service</u>	<u>Combination</u>	<u>Service Description</u>	<u>Options</u>	<u>Ancillary Equipment Necessary to Make Combination Function (PACIFIC to fill in)</u>
Switched Services (e.g., loops to MCIIm provided switching)	4 wire loop & cross connect	LOOP to COLLO equipment	- Assured Link - Digital link (ISDN/xDSL) - Copper Switched Digital link - Data Conditioning	
Switched Services (e.g., loops to MCIIm provided switching)	2/4 wire loop (DS-1 or xDSL)+ high speed data Transport	High speed data service Customer Prem to MCIIm CO		
EEL	DS-1 Mux + high speed data Transport	MUX (e.g., D-4) connected to high speed data transport facilities to MCIIm CO or MCIIm Collocation space, at MCIIm's option (This is a basic hi-cap to Mux at the LEC end office--- the loop facilities would be ordered on a separate combination and that combination would have a CFA to this facility)	The MUX channel plugins would be ordered on the loop to mux combo.	
EEL	2/4 wire loop to existing Mux (MCIIm to supply Mux CFA)	Analog loop to Mux (MCIIm to provide CFA)	- Assured Link - Data Conditioning - Channel plugs supporting loop facilities to customer prem.	

*represents a Non-Voluntary Arrangement.

<u>Service</u>	<u>Combination</u>	<u>Service Description</u>	<u>Options</u>	<u>Ancillary Equipment Necessary to Make Combination Function (PACIFIC to fill in)</u>
EEL	4 wire loop to Mux (MCIIm to supply Mux CFA)	Analog loop to Mux (MCIIm to provide CFA)	- Assured Link - Data Conditioning - D4 Channel plugs supporting loop facilities to customer prem.	
Prem to Prem Service	2 wire loop + transport + 2 wire loop (transport optional)	VG service Prem to Prem	- Assured Link - Digital link (ISDN/xDSL) - Data Conditioning	
Prem to Prem Service	4 wire loop + transport + 4 wire loop (transport optional)	VG service Prem to Prem	- Assured Link - Digital link (ISDN/xDSL) - Data Conditioning - Bridging	

*represents a Non-Voluntary Arrangement.

<u>Service</u>	<u>Combination</u>	<u>Service Description</u>	<u>Options</u>	<u>Ancillary Equipment Necessary to Make Combination Function (PACIFIC to fill in)</u>
Prem to Prem Service	2 wire loop + transport + 4 wire loop (vise versa) (transport optional)	VG service Prem to Prem	- Assured Link - Digital link (ISDN/xDSL) - Data Conditioning	
Prem to Prem Service	4 wire or fiber loop + transport + 4 wire or fiber loop (transport optional)	High speed data transport (e.g., OC-n, or DS-1/3 Service) Prem to Prem		
EEL	2/4 wire loop + Multiplexing + high speed data Transport (MCIIm to supply Mux CFA)	The EEL allows MCIIm to serve a customer by extending a customer's loop from the end office serving that customer to a different office or distant MCIIm collocation arrangement, at MCIIm's option.	EELs may optionally be ordered in a two-part arrangement. See combinations 5a and 5b.	

*represents a Non-Voluntary Arrangement.

APPENDIX PRICING

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*represents a Non-Voluntary Arrangement.

PRICING

1. UNBUNDLED NETWORK ELEMENTS AND COLLOCATION

The prices charged to CLEC for Network Elements are as specified in the Attachments A (Recurring) and B (Non-recurring) to this Appendix. As indicated in the attachments some prices are interim. All interim prices are subject to change to conform to the recurring and non-recurring charges for Unbundled Network Elements and collocation adopted by the Commission in its OANAD proceeding subsequent to the Effective Date of this Agreement. Once Commission-determined prices are adopted, the OANAD prices will be substituted for the interim prices and shall apply for the remainder of the Term of this Agreement.

All prices provided for in this Agreement, and any subsequent price changes due to OANAD proceedings, will take up to six (6) months to implement in PACIFIC's billing systems. Until such time as the prices are implemented, PACIFIC may continue to bill at the established prices contained within the prior agreement. A retroactive true-up and refund of prices, without interest, on account of this billing delay will be done upon completion of the new billing table.

As indicated in the attachments some prices are interim. Interim prices are subject to change to conform to the recurring and non-recurring charges for Unbundled Network Elements and collocation adopted by the Commission in its OANAD proceeding subsequent to the Effective Date of this Agreement. Interim rates will be subject to retroactive true-up and refund of prices, with simple interest at Pacific's weighted cost of capital of 10 percent, retroactively to the Effective Date of this Agreement.

As indicated by the acronym "TBD", which stands for "To Be Determined", in Attachment A of this Appendix Pricing, rates for some Network Elements or Collocation services have not been determined as of the Effective Date ("TBD Rates"). With respect to all TBD Rates, once MCIm expresses a firm interest in buying that Network Element or Collocation service but prior to MCIm ordering any Network Element or Collocation service with a TBD Rate, the Parties shall meet, at MCIm's request, to establish applicable rates. During such meeting, PACIFIC shall provide MCIm, without limitation, with its TELRIC-based cost analysis and related supporting detail for the Network Element or Collocation service which MCIm wishes to order. If no agreement on a rate is reached within thirty (30) days of MCIm's request for a meeting, the Parties shall propose rates for the Network Element or Collocation service in question to the Commission in an appropriate proceeding. The Parties agree that they will jointly seek an expeditious resolution and final decision from the Commission in the proceeding in which the rates in question will be set. The foregoing requirements for "TBD Rates" does not apply to elements or services that are not UNEs or part of Collocation service.

*represents a Non-Voluntary Arrangement.

In the interim, prior to a Commission decision, PACIFIC shall provision the TBD item(s) and shall set the price(s) for the TBD item(s) based on its TELRIC costs. PACIFIC will track and record all quantities provisioned, durations, and amounts of payment for the TBD item(s) ordered by MCIm. If the Commission-determined price is lower than the price set by PACIFIC, PACIFIC shall refund to MCIm all payments in excess of the Commission established price, with simple interest at Pacific's weighted cost of capital of 10 percent. If the Commission-determined price is higher than the price set by PACIFIC, MCIm shall be responsible for payment of the difference between the prices, with simple interest at Pacific's weighted cost of capital of 10 percent.

MCIm shall be responsible for payment of the rates once established as set forth above.

2. INTENTIONALLY LEFT BLANK
3. INTENTIONALLY LEFT BLANK
4. OTHER

The following prices also shall apply:

- Selective Router Maps will be \$133.00 each.
- References to PACIFIC's Switched and Special Access tariffs or service shall mean the rates in PACIFIC's intrastate (Cal. Schedule PUC 175-T) or interstate (FCC No. 128) access tariffs, as applicable, shall apply.

Rates in this section shall remain in effect until the Commission or the FCC determines different rates in any proceeding subsequent to the Effective Date of this Agreement. Once so determined by the Commission or the FCC, said different rates shall apply prospectively instead of the rates set forth herein for the remaining Term of this Agreement.

5. RESERVATION OF RIGHTS

In entering into this Agreement, the Parties reserve all appellate rights with respect to the rates, terms and conditions provided for herein and do not waive any legal arguments by executing this Agreement. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, the Parties shall engage in

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good faith negotiations to establish appropriately revised rates and to incorporate such modifications into this Agreement. If Parties fail to mutually agree on such revisions within a reasonable time or in the event of any dispute, the Parties will use the Expedited Dispute Resolution process set forth in this Agreement.

6. UNBUNDLED LOCAL SWITCHING COMPENSATION

- 6.1 This section describes the compensation arrangements between MCIm and PACIFIC for Local Traffic, Toll, and Switched Access Services when MCIm has purchased PACIFIC's unbundled local switching.
- 6.2 When unbundled local switching (ULS) is purchased, PACIFIC will provide SS7 signaling for all originating calls in the same manner as PACIFIC uses SS7 signaling for its own originating calls. Prices for SS7 signaling are included in the ULS "set-up per call" charge.
- 6.3 For interswitch calls, PACIFIC will generate the appropriate call records for traffic terminated to MCIm ULS from third party CLECs (both ULS and facilities based).
- 6.4 The Parties shall compensate each other based on the following language and the rates provided in Pricing Schedule to this Appendix.

6.4.1 Local Intra Switch Calls Using ULS (Option A)

- 6.4.1.1 Originating from a MCIm ULS Customer - MCIm will pay only unbundled local switch originating (ULS-O). The ULS-O rate element includes setup per call and per MOU for a call originating from a MCIm ULS line port that terminates to any Customer service which is connected to the same End Office Switch.
- 6.4.1.2 Terminating to a MCIm ULS Customer - No unbundled local switch terminating (ULS-T) rate element applies to MCIm. MCIm will not bill PACIFIC reciprocal compensation to terminate these calls.

6.4.2 Local Inter Switch Using ULS (Option A)

- 6.4.2.1 Originating from a MCIm ULS Customer to PACIFIC Customer - MCIm will pay the ULS-O, shared transport, and reciprocal compensation (at the End Office switching rate). The ULS-O

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rate element includes a charge for Setup per call and a charge per Minute of Use (MOU).

- 6.4.2.2 Originating from a MCIm ULS Customer to Third Party Carrier (both ULS and Facilities Based) – MCIm will pay the ULS-O and shared transport rate elements. The ULS-O rate element includes a charge for Setup per call and a charge per Minute of Use (MOU).
- 6.4.2.3 Originating from a MCIm ULS Customer to MCIm Customer (both ULS and Facilities Based) - MCIm will pay the ULS-O and shared transport rate elements. The ULS-O rate element includes a charge for Setup per call and a charge per Minute of Use (MOU). Terminating charges shall be applied per section 7.4.2.7 and 7.4.2.8.
- 6.4.2.4 Terminating to a MCIm ULS Customer from PACIFIC Customer- No ULS-T rate element shall apply to MCIm and MCIm shall not bill PACIFIC reciprocal compensation.
- 6.4.2.5 Terminating to a MCIm ULS Customer from Facilities Based Third Party Carrier – ULS-T rate element shall apply only if PACIFIC is not collecting reciprocal compensation from the Third Party Carrier and can generate the appropriate call record to enable MCIm to bill the Third Party Carrier.
- 6.4.2.6 Terminating to a MCIm ULS Customer from Third Party Carrier ULS Customer– ULS-T rate element shall apply.
- 6.4.2.7 Terminating to a MCIm ULS Customer from Facilities Based MCIm Customer – ULS-T rate element shall apply only if PACIFIC is not collecting reciprocal compensation from the Facilities Based CLEC Customer and can generate the appropriate call record.
- 6.4.2.8 Terminating to a MCIm ULS Customer from MCIm ULS Customer – ULS-T rate element shall apply.
- 6.4.2.9 For interswitch calls, PACIFIC will generate the appropriate call records for traffic terminated to MCIm ULS from Third Party Carriers (both ULS and facilities based).

6.4.3 IntraLATA Toll and InterLATA Calls Originated by MCIm ULS

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Customer to IXC or PACIFIC

6.4.3.1 The Parties recognize that California is a 2 PIC state. However, PACIFIC is not an authorized PIC for a ULS Customer. All calls destined to PACIFIC Customers must be routed to an IXC of the ULS Customer's choice.

6.4.3.2 Originated by MCIm ULS Customer to IXC

6.4.3.2.1 Originating Toll Call from a MCIm ULS Customer
- For intraLATA toll and interLATA calls, originated by MCIm customers and delivered to the IXC at the PACIFIC tandem switch, MCIm will pay ULS-O, common transport and tandem switching rate elements.

6.4.3.2.2 Originating Toll Call from a MCIm ULS Customer
- For intraLATA toll and interLATA calls, originated by MCIm customers and the IXC elects to collect this traffic at an End Office via dedicated trunking, MCIm will pay the ULS-O rate element.

6.4.4 IntraLATA Toll and InterLATA Calls Terminated to a MCIm ULS Customer from an IXC or PACIFIC

6.4.4.1 Terminating to MCIm ULS Customer from PACIFIC's IntraLATAToll Customer

6.4.4.1.1 Terminating Toll Call to a MCIm ULS Customer -
For intraLATA toll and interLATA calls, terminated to a MCIm ULS customer from PACIFIC that are delivered via the PACIFIC tandem, MCIm will pay ULS-T and shared transport rate elements.

6.4.4.1.2 Terminating Toll Call to a MCIm ULS Customer -
For intraLATA toll calls, terminated to a MCIm ULS customer from PACIFIC's IntraLATA Toll Customer, MCIm will pay ULS-T and will bill PACIFIC the appropriate switched access charges for toll.

6.4.4.2 Terminating to MCIm ULS Customer from IXC

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- 6.4.4.2.1 Terminating Toll Call to a MCIm ULS Customer -
For intraLATA toll and interLATA calls, terminated to a MCIm ULS customer from the IXC that are delivered via PACIFIC's tandem, MCIm will pay ULS-T, common transport and tandem switching rate elements.
- 6.4.4.2.2 Terminating Toll Call to a MCIm ULS Customer - For
intraLATA and interLATA toll calls, terminated to a MCIm ULS customer from the IXC where the IXC is directly interconnected at PACIFIC's End Office, MCIm will pay the ULS-T rate element.

*represents a Non-Voluntary Arrangement.

APPENDIX PRICING
ATTACHMENT A
PACIFIC/MCIIm

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TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/MCIm

1			Monthly																	
2			Recurring		"@" INDICATES TO REFER	"@" INDICATES TO REFER														
3	GENERIC TERMINOLOGY		and/or		TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING														
4			Discount %		PRICE SHEET FOR RATES	PRICE SHEET FOR RATES														
53	PSD #1 - 2-Wire xDSL Loop Zone 2		\$ 13.28	@	@															
54	PSD #1 - 2-Wire xDSL Loop Zone 3		\$ 23.13	@	@															
55	PSD #2 - 2-Wire xDSL Loop Zone 1		\$ 9.87	@	@															
56	PSD #2 - 2-Wire xDSL Loop Zone 2		\$ 13.28	@	@															
57	PSD #2 - 2-Wire xDSL Loop Zone 3		\$ 23.13	@	@															
58	PSD #3 - 2-Wire xDSL Loop Zone 1		\$ 9.87	@	@															
59	PSD #3 - 2-Wire xDSL Loop Zone 2		\$ 13.28	@	@															
60	PSD #3 - 2-Wire xDSL Loop Zone 3		\$ 23.13	@	@															
61	PSD #4 - 2-Wire xDSL Loop Zone 1		\$ 9.87	@	@															
62	PSD #4 - 2-Wire xDSL Loop Zone 2		\$ 13.28	@	@															
63	PSD #4 - 2-Wire xDSL Loop Zone 3		\$ 23.13	@	@															
64	PSD #5 - 2-Wire xDSL Loop Zone 1		\$ 9.87	@	@															
65	PSD #5 - 2-Wire xDSL Loop Zone 2		\$ 13.28	@	@															
66	PSD #5 - 2-Wire xDSL Loop Zone 3		\$ 23.13	@	@															
67	PSD #7 - 2-Wire xDSL Loop Zone 1		\$ 9.87	@	@															
68	PSD #7 - 2-Wire xDSL Loop Zone 2		\$ 13.28	@	@															
69	PSD #7 - 2-Wire xDSL Loop Zone 3		\$ 23.13	@	@															
69A	FN: MCIm and Pacific agree this UNE and its price are not distinct from the 2-wire Analog loop above. MCIm will, however, identify the PSD until such time as the FCC																			
69B																				
70	4-Wire xDSL Loop																			
71	PSD #3 - 4-Wire xDSL Loop Zone 1		\$ 33.69	@	@															
72	PSD #3 - 4-Wire xDSL Loop Zone 2		\$ 40.42	@	@															
73	PSD #3 - 4-Wire xDSL Loop Zone 3		\$ 59.57	@	@															
74	FN: MCIm and Pacific agree this UNE and its price are not distinct from the 2-wire Analog loop above. MCIm will, however, identify the PSD until such time as the FCC finds that this data is not required..																			
74A	Line Sharing:																			
75	HFPL Loop Zone 1	*	\$ 4.94	NA	NA															
76	Zone 2	*	\$ 6.64	NA	NA															
77	Zone 3	*	\$ 11.57	NA	NA															
78	Loop Qualification Process																			
79	Loop Qualification Process - Mechanized		N/A	\$ 0.10	NA															
80	Loop Qualification Process - Manual		N/A	\$ 34.33	NA															
81	Loop Qualification Process - Detailed Manual		N/A	TBD	NA															
82	HFPL Splitter																			
83	SBC owned splitter--line at a time	*	\$ 1.66	N/A																
84																				
85	SUB-LOOPS																			
86	CO to RT sub-loop																			
87	2 Wire Analog	*	N/A	@@	@@															
88	4 Wire Analog	*	N/A	@@	@@															
89	2 Wire DSL	*	N/A	@@	@@															
90	4 Wire DSL	*	N/A	@@	@@															
91	2 Wire ISDN Compatible	*	N/A	@@	@@															
92	4 Wire DS1 Compatible	*	N/A	@@	@@															
93	DS3 compatible subloop	*	\$ 1,750.11	@@	@@															
94	CO to SAI Sub-Loop or RT																			
95	2 Wire Analog	*	\$ 4.33	@@	@@															
96	4 Wire Analog	*	\$ 20.49	@@	@@															
97	2 Wire DSL	*	\$ 4.70	@@	@@															
98	4 Wire DSL	*	\$ 12.65	@@	@@															
99	2 Wire ISDN Compatible	*	TBD	@@	@@															
100	4 Wire DS1 Compatible	*	TBD	@@	@@															
101	DS3 compatible subloop	*	N/A	@@	@@															
102	CO to Terminal sub-loop																			
103	2 Wire Analog	*	\$ 9.80	@@	@@															
104	4 Wire Analog	*	\$ 32.16	@@	@@															

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable

PACIFIC BELL
 ICA Rates
Monthly Recurring

APPENDIX PRICING
 ATTACHMENT A
 PACIFIC/MCIm

1			Monthly																	
2			Recurring	"@" INDICATES TO REFER	"@" INDICATES TO REFER															
3	GENERIC TERMINOLOGY		and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING															
4			Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES															
105	2 Wire DSL	*	\$ 6.17	@@	@@															
106	4 Wire DSL	*	\$ 19.43	@@	@@															
107	2 Wire ISDN Compatible	*	TBD	@@	@@															
108	4 Wire DS1 Compatible	*	TBD	@@	@@															
109	DS3 compatible subloop	*	N/A	@@	@@															
110	SAI or RT to Terminal sub-loop																			
111	2 Wire Analog	*	\$ 4.92	@@	@@															
112	4 Wire Analog	*	\$ 13.08	@@	@@															
113	2 Wire DSL	*	\$ 4.92	@@	@@															
114	4 Wire DSL	*	\$ 13.08	@@	@@															
115	2 Wire ISDN Compatible	*	N/A	@@	@@															
116	4 Wire DS1 Compatible	*	N/A	@@	@@															
117	DS3 compatible subloop	*	N/A	@@	@@															
118	SAI or RT to NID sub-loop																			
119	2 Wire Analog	*	\$ 6.67	@@	@@															
120	4 Wire Analog	*	\$ 19.52	@@	@@															
121	2 Wire DSL	*	\$ 6.67	@@	@@															
122	4 Wire DSL	*	\$ 19.52	@@	@@															
123	2 Wire ISDN Compatible	*	N/A	@@	@@															
124	4 Wire DS1 Compatible	*	N/A	@@	@@															
125	DS3 compatible subloop	*	N/A	@@	@@															
126	Terminal to NID sub-loop																			
127	2 Wire Analog	*	\$ 2.96	@@	@@															
128	4 Wire Analog	*	\$ 8.25	@@	@@															
129	2 Wire DSL	*	\$ 2.96	@@	@@															
130	4 Wire DSL	*	\$ 8.25	@@	@@															
131	2 Wire ISDN Compatible	*	N/A	@@	@@															
132	4 Wire DS1 Compatible	*	N/A	@@	@@															
133	DS3 compatible subloop	*	N/A	@@	@@															
134	SPOI - ONLY																			
135	2 Wire Analog	*	BFR	@@	@@															
136	4 Wire Analog	*	BFR	@@	@@															
137	2 Wire DSL	*	BFR	@@	@@															
138	4 Wire DSL	*	BFR	@@	@@															
139	2 Wire ISDN Compatible	*	BFR	@@	@@															
140	4 Wire DS1 Compatible	*	BFR	@@	@@															
141	DS3 compatible subloop	*	BFR	@@	@@															
142																				
143																				
144																				
145																				
146																				
147																				
148																				
149																				
150																				
151	DSL Cross Connects																			
152	HFPL Cross Connect - CLEC Owned Non Integrated	*	\$ 0.88	@																
153	HFPL Cross Connect - CLEC Owned Integrated	*	\$ 0.88	@																
153a	Footnote: Non Integrated and Integrated versions are the same price per cross connect.																			
154	HFPL Cross Connect - SBC Owned	*	\$ 1.76	@																
155	Jack Panel		\$ 1.79	N/A																
155a	Footnote: Jack Panel is optional and is identical to the Basic Jack Panel under Cross Connects to Collocation.																			
156	The price assumes all Central Office cross-connects required to provision the HFPL product																			
157	HFPL OSS Charge																			
158	HFPL OSS Charge - per line	*	\$ 0.61	NA	NA															
159	HFPL (LST)																			

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/MCIm

1			Monthly																	
2			Recurring		"@" INDICATES TO REFER	"@" INDICATES TO REFER														
3		GENERIC TERMINOLOGY	and/or		TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING														
4			Discount %		PRICE SHEET FOR RATES	PRICE SHEET FOR RATES														
160		Line & Station Transfer	N/A		NA	NA														
161																				
162																				
163		DSL Conditioning Options	*		\$ 18.55															
164																				
165		Cross Connects for the Adjacent Location Method for Accessing UNEs																		
166		Termination of CLEC Cable	TBD																	
167																				
168		Loops																		
169		2 wire analog loop to Adjacent Location Method point of access	\$	0.44																
170		4 wire analog loop to Adjacent Location Method point of access	\$	0.88																
171		2 wire digital loop to Adjacent Location Method point of access	\$	0.44																
172		4 wire digital loop to Adjacent Location Method point of access	\$	0.88																
173																				
174		Unbundled Dedicated Transport																		
175		DS-1 to Adjacent Location Method point of access	\$	16.52																
176																				
177		Switch Ports																		
178		Analog Line Port to Adjacent Location Method point of access	\$	0.44																
179		ISDN Basic Rate Interface (BRI) to Adjacent Location Method point of access	\$	0.44																
180		ISDN Primary Rate Interface (PRI) to Adjacent Location Method point of access	\$	0.88																
181																				
182		Cross Connects for UNE Connection Methods																		
183		Analog Loop to the UNE Connection Methods point of access																		
184		2-Wire Mth 1	\$	1.57																
185		Mth 2	\$	1.62																
186		Mth 3	\$	1.68																
187		4-Wire Mth 1	\$	3.14																
188		Mth 2	\$	3.24																
189		Mth 3	\$	3.36																
190																				
191		Digital Loop to the UNE Connection Methods Point of Access																		
192		2-Wire Mth 1	\$	1.57																
193		Mth 2	\$	1.62																
194		Mth 3	\$	1.68																
195		4-Wire Mth 1	\$	3.14																
196		Mth 2	\$	3.24																
197		Mth 3	\$	3.36																
198																				
199		Switch Ports to the UNE Connection Methods Point of Access																		
200		Analog Line Port Mth 1	\$	1.57																
201		Mth 2	\$	1.62																
202		Mth 3	\$	1.68																
203		BRI Port Mth 1	\$	1.57																
204		Mth 2	\$	1.62																
205		Mth 3	\$	1.68																
206		PRI Port Mth 1	\$	3.14																
207		Mth 2	\$	3.24																
208		Mth 3	\$	3.36																
209																				
210		Unbundled Dedicated Transport to the UNE Connection Methods Point of Access																		
211		DS1 Mth 1	\$	18.02																
212		Mth 2	\$	18.11																
213		Mth 3	\$	19.39																
214		DS3 Mth 1	ICB																	

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/MCIm

1			Monthly																	
2			Recurring		"@" INDICATES TO REFER		"@" INDICATES TO REFER													
3	GENERIC TERMINOLOGY		and/or		TO THE NONRECURRING		TO THE SUBLOOP NONRECURRING													
4			Discount %		PRICE SHEET FOR RATES		PRICE SHEET FOR RATES													
215		Mth 2	ICB																	
216		Mth 3	ICB																	
217																				
218																				
219	LOCAL SWITCHING CAPABILITY																			
220	Ports																			
221	Analog Line Port/Basic Port		\$ 2.88	@																
222	Centrex Port		\$ 4.37	@																
223	Analog DID Trunk Port		\$ 4.18	@																
224	ISDN BRI Port		\$ 14.10	@																
225	ISDN PRI Trunk Port		\$ 167.18	\$ 2,820.30																
226	DS1 Trunk Port		\$ 20.99	@																
227																				
228																				
229																				
230																				
231	Basic Port/Analog Line Port Features per feature (per port)																			
232	Hunting		\$ 0.29	@																
233																				
234	Vertical Features																			
235	Call Forwarding Variable		\$ 0.57	@																
236	Busy Call Forwarding		\$ 0.56	@																
237	Delayed Call Forwarding		\$ 0.56	@																
238	Call Waiting		\$ 0.56	@																
239	Three Way Calling		\$ 0.57	@																
240	Call Screen		\$ 0.63	@																
241	Message Waiting Indicator		\$ 0.56	@																
242	Repeat Dialing		\$ 0.65	@																
243	Call Return		\$ 0.65	@																
244	Call Forwarding Busy/delay		\$ 0.56	@																
245	Remote Call Forwarding		\$ 0.93	@																
246	Speed Calling 8		\$ 0.56	@																
247	Speed Calling 30		\$ 0.56	@																
248	Intercom		\$ 0.62	@																
249	Intercom Plus		\$ 0.62	@																
250	Remote Access to Call Fwding		\$ 0.60	@																
251	Select Call Forward		\$ 0.60	@																
252	Direct -Shared		\$ 0.56	@																
253	Direct -Unshared		\$ 0.56	@																
254	Call Trace		\$ 0.57	@																
255	Speed Call 6		\$ 0.56	@																
256	Call Restriction		\$ 0.88	@																
257	Distinctive Ringing		\$ 0.56	@																
258	Directed Call Pickup		\$ 0.57	@																
259	WATS Access per Port		\$ 0.56	@																
260	WATS Access per Group		\$ 1.73	@																
261	Caller ID		\$ 0.73	@																
262	Caller ID Blocking		\$ 0.58	@																
263	Caller Hold		\$ 0.56	@																
264	DNCF		\$ 0.96	@																
265	Centrex-Like Features																			
266	Automatic Callback		\$ 0.44	@																
267	Call Forwarding Variable		\$ 0.29	@																
268	Call Forwarding BusyLine		\$ 0.28	@																
269	Call Forwarding Don't Answer		\$ 0.28	@																

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TBD- To be Determined
NRO - Nonrecurring only
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PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/MCIm

1			Monthly																	
2			Recurring	"@" INDICATES TO REFER	"@" INDICATES TO REFER															
3			and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING															
4			Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES															
270	Call Hold		\$ 0.28	@																
271	Call Pick-up (Group and Station)		\$ 0.30	@																
272	Call Waiting - Intragroup		\$ 0.28	@																
273	Call Waiting - Originating		\$ 0.28	@																
274	Call Waiting - Incoming		\$ 0.28	@																
275	Caller ID		\$ 0.52	@																
276	Caller ID Blocking		\$ 0.28	@																
277	Conferencing - Station Controlled - Large		\$ 133.95	@																
278	Conferencing - Station Controlled - Small		\$ 0.33	@																
279	Directed Call Pick-up - Group - Barge-In		\$ 0.29	@																
280	Directed Call Pick-up - Group - Non-Barge-In		\$ 0.28	@																
281	Distinctive Ringing and Call Waiting Tone		\$ 0.29	@																
282	Message Waiting Indicator - Stutter DT		\$ 0.29	@																
283	Remote Access to Call Forwarding		\$ 0.33	@																
284	Call Transfer - DID to DOD		\$ 0.29	@																
285	Speed Calling - Individual (6 or 8)		\$ 0.28	@																
286	Speed Calling - Individual (30)		\$ 0.28	@																
287	Speed Calling - Group (30)		\$ 0.28	@																
288																				
289	DID Number Block		\$ 1.00	@																
290																				
291	Local Switching		USAGE																	
292	Interoffice -Originating																			
293	setup per completed message		\$ 0.005940																	
294	MOU		\$ 0.001840																	
295	Interoffice - Terminating																			
296	setup per completed message		\$ 0.007000																	
297	MOU		\$ 0.001870																	
298	Intraoffice																			
299	setup per completed message		\$ 0.013990																	
300	MOU		\$ 0.003620																	
301																				
302	Tandem Switching		USAGE																	
303	Setup per Call		\$ 0.0007500																	
304	Setup per Completed Message		\$ 0.0011300																	
305	MOU		\$ 0.0006700																	
306																				
307	TRUNK PORT TERMINATION																			
308	End Office Dedicated DS-1 Port		\$ 20.99	@																
309	Tandem Dedicated DS1-Port		\$ 142.82	@																
310																				
325																				
326																				
327	Interoffice Transport																			
328	4Wire Voice Grade																			
329	Fixed Mileage		\$ 3.22	@																
330	Variable Mileage		\$ 0.19	@																
331																				
332	DS-1																			
333	Fixed Mileage		\$ 32.32	@																
334	Variable Mileage		\$ 1.84	@																
335																				
336	DS-3																			
337	Fixed Mileage		\$ 372.70	@																

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PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/MCIm

1			Monthly																	
2			Recurring		"@" INDICATES TO REFER		"@@@" INDICATES TO REFER													
3	GENERIC TERMINOLOGY		and/or		TO THE NONRECURRING		TO THE SUBLOOP NONRECURRING													
4			Discount %		PRICE SHEET FOR RATES		PRICE SHEET FOR RATES													
338	Variable Mileage		\$ 35.72	@																
339																				
340	OC3																			
341	Fixed Mileage	*	\$ 925.74	@																
342	Variable Average	*	\$ 95.03	@																
343																				
344	OC12																			
345	Fixed Mileage	*	\$ 2,673.92	@																
346	Variable Mileage	*	\$ 366.41	@																
347																				
348	Entrance Facilities																			
348a	2Wire Voice Grade		\$ 23.45	@																
348b																				
349	4Wire Voice Grade		\$ 46.90	@																
350																				
351	DS-1		\$ 153.46	@																
352																				
353	DS-3 w/ equip		\$ 1,837.18	@																
354																				
355	DS-3 w/o equip		\$ 724.04	@																
356																				
357	OC-3	*	\$ 1,494.39	@																
358																				
359	OC12	*	\$ 4,323.29	@																
360																				
361	Shared Transport		USAGE																	
362	Fixed Mileage		\$ 0.0012590																	
363	Variable Mileage		\$ 0.0000210																	
364																				
365	With Option C LSNE		TBD																	
366																				
367	Switched Transport - Shared Overflow																			
368	Fixed Mileage		\$ 0.011360																	
369	Variable Mileage		\$ 0.000021																	
370																				
371	Switched Transport - Common																			
372	Fixed Mileage		\$ 0.001330																	
373	Variable Mileage		\$ 0.000021																	
374																				
375	MULTIPLEXING																			
376	DS-1/DS-0 MUX		\$ 255.58	@																
377																				
378	DS-3/DS-1 MUX		\$ 287.88	@																
379																				
380	OC-3 to 84 DS1s (Groups of 28)	*	\$ 839.94	@																
381																				
382	OC-3 to 1-3 DS3	*	\$ 658.70	@																
383																				
384	OC-3 to 1-3 EC-1	*	\$ 735.65	@																
385																				
386	OC-12 to 1-12 DS3	*	\$ 1,177.79	@																
387																				
388	OC-12 to 1-12 EC1/STS-1	*	\$ 1,284.61	@																
389					NRC Initial		NRC Additional													

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PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/MCIm

1			Monthly																	
2			Recurring		"@" INDICATES TO REFER		"@" INDICATES TO REFER													
3	GENERIC TERMINOLOGY		and/or		TO THE NONRECURRING		TO THE SUBLOOP NONRECURRING													
4			Discount %		PRICE SHEET FOR RATES		PRICE SHEET FOR RATES													
390	Dark Fiber				Connect	Disconnect	Connect	Disconnect												
391	Dark Fiber -Interoffice per strand	*	\$ 12.55		\$ 1,125.51	\$ 475.04	\$ 1,125.51	\$ 475.04												
392	Dark Fiber - Interoffice per foot	*	\$ 0.00019		N/A	N/A	N/A	N/A												
393	Dark Fiber Loop - CO to Customer Prem-per strand	*	\$ 12.41		\$ 524.25	\$ 352.88	\$ 524.25	\$ 352.88												
394	Dark Fiber Loop - CO to Customer, per foot	*	\$ 0.00012		N/A	N/A	N/A	N/A												
395	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	*	\$ 12.41		\$ 524.25	\$ 352.88	\$ 524.25	\$ 352.88												
396	Dark Fiber Subloop - CO to CEV/Hut/RT per foot	*	\$ 0.00012		N/A	N/A	N/A	N/A												
397	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	*	\$ 12.41		\$ 539.11	\$ 333.84	\$ 539.11	\$ 333.84												
398	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot	*	\$ 0.00012		N/A	N/A	N/A	N/A												
399	Dark Fiber Cross Connect - Interoffice	*	\$ 7.74		\$ 74.69	\$ 49.66	\$ 74.69	\$ 49.66												
400	Dark Fiber Cross Connect - Loop/Subloop	*	\$ 7.74		\$ 35.62	\$ 29.36	\$ 35.62	\$ 29.36												
401	Dark Fiber Cross Connect - Subloop	*	\$ 7.74		\$ 33.90	\$ 33.90	\$ 33.90	\$ 33.90												
402	Dark Fiber - Loop Inquiry	*	N/A		\$ 121.41	\$ -	\$ 121.41	\$ -												
403	Dark Fiber - Sub Loop Inquiry	*	N/A		\$ 121.41	\$ -	\$ 121.41	\$ -												
404	Dark Fiber - Interoffice Inquiry	*	N/A		\$ 346.29	\$ -	\$ 346.29	\$ -												
405																				
406																				
407																				
408																				
409																				
410																				
411																				
412																				
413																				
414																				
415																				
416																				
417																				
418	LIDB																			
419	Validation Query (Includes SMS & Sleuth)		\$ 0.002633																	
420	OLNS Query (Includes SMS)		\$ 0.002633																	
421	CNAM Query (Includes SMS and Query Transport)		\$ 0.002666																	
422	Query Transport (Validation and OLNS)		\$ 0.000033																	
423																				
424	CROSS CONNECTS TO COLLOCATION																			
425	EISCC Combined with Loop to Collocation																			
426	Basic		\$ 0.44		@															
427	Jack Panel		\$ 1.79																	
428																				
429	DS-0																			
430	EISCC Combined with Loop to Collocation		\$ 26.07		@															
431	Jack Panel		\$ 5.60																	
432																				
433	DS-1																			
434	EISCC Combined with Loop to Collocation		\$ 16.52		@															
435	Jack Panel		\$ 2.49																	
436	Repeater		\$ 24.15																	
437																				
438	DS-3																			
439	EISCC Combined with Loop to Collocation		\$ 45.80		@															
440	Jack Panel		\$ 25.88																	
441	Repeater		\$ 101.36																	
442																				
443	EISCC Basic to Collocation																			

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PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/MCIm

1			Monthly																
2			Recurring		"@" INDICATES TO REFER		"@" INDICATES TO REFER												
3	GENERIC TERMINOLOGY		and/or		TO THE NONRECURRING		TO THE SUBLOOP NONRECURRING												
4			Discount %		PRICE SHEET FOR RATES		PRICE SHEET FOR RATES												
444	Basic		\$ 0.44																
445	Jack Panel		\$ 1.79																
446																			
447	DS-0		\$ 26.07																
448	Jack Panel		\$ 5.60																
449	Repeater																		
450																			
451	DS-1		\$ 16.52																
452	Jack Panel		\$ 2.49																
453	Repeater		\$ 24.15																
454																			
455	DS-3		\$ 45.80																
456	Jack Panel		\$ 25.88																
457	Repeater		\$ 101.36																
458																			
459																			
460																			
461	OTHER																		
462					NRC Initial														
463	Directory Assistance																		
464		Directory Assistance Rate Per Call	\$ 0.37000																
465																			
466		Express Call Completion																	
467		Rate per call	\$ 0.15000																
468		Call Completion LATA Wide - Per MOU	\$ 0.00436																
469																			
470		Directory Assistance (nationwide listing service)																	
471		Rate per call	\$ 0.82																
472																			
473		Call Branding																	
474		Establish/Change Branding Announcement (Per TOPS - Switch)	NA	\$0															
475																			
476		DA Services rate/ reference information																	
477		Rate per initial load	TBD																
478		Rate per subsequent rate change	TBD																
479		Rate per subsequent reference change	TBD																
480																			
481	Operator Services																		
482		Fully Automated Call Processing																	
483		Call Completion LATA Wide - Per MOU	\$ 0.00436																
484		Rate per completed automated call	\$ 0.09381																
485																			
486		Operator - Assisted Call Processing																	
487		Call Completion LATA Wide - Per MOU	\$ 0.00436																
488		Operator Assisted Call Processing (Per work second)	\$ 0.02967																
489																			
490		Call Branding																	
491		Establish/Change Branding Announcement (Per TOPS - Switch)	NA	\$0															
492																			
493		Operator Services rate/reference information																	
494		Rate per initial load	TBD																
495		Rate per subsequent rate change	TBD																
496		Rate per subsequent reference change	TBD																
497					NRC	NRC													
498		OA/DA Trunks			Initial	Additional													

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PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/MCIm

1			Monthly																	
2			Recurring		"@" INDICATES TO REFER		"@" INDICATES TO REFER													
3	GENERIC TERMINOLOGY		and/or		TO THE NONRECURRING		TO THE SUBLOOP NONRECURRING													
4			Discount %		PRICE SHEET FOR RATES		PRICE SHEET FOR RATES													
499		Trunk Installation per trunk	NA		\$ 68.35	\$ 57.35														
500																				
501		BLV/I Trunks																		
502		Trunk Installation per trunk	NA		\$ 68.35	\$ 57.35														
503																				
504																				
505																				
506	Ancillary Equipment																			
507																				
508		Analog Bridging																		
509		Master Leg Plug 2-wire	\$14.10		\$24.60															
510		Master Leg Plug 4 wire	\$14.10		\$24.60															
511		2-wire Analog Bridge Plug	\$13.50		\$24.60															
512		4-wire Analog Bridge Plug	\$12.85		\$24.60															
513																				
514		Program Audio Bridging																		
515		Program Audio Bridge	\$85.60		\$172.00															
516																				
517		DCS																		
518		DS1 to DSO	See Tariff (CPUC 175-T Section 7.2																	
519		DS3 to DS1	See Tariff (CPUC 175-T Section 7.2																	
520																				
521		Network Reconfiguration Service (Also known as CNR)																		
522		DCS Port Charge	See Tariff (CPUC 175-T Section 7.2																	
523		DS1	See Tariff (CPUC 175-T Section 7.2																	
524		DS3	See Tariff (CPUC 175-T Section 7.2																	
525		DCS Establishment Charge	See Tariff (CPUC 175-T Section 7.2																	
526		Database Modification Charge	See Tariff (CPUC 175-T Section 7.2																	
527		Reconfiguration Charge	See Tariff (CPUC 175-T Section 7.2																	
528																				
529		Diverse Routing																		
530		DS1 per point of termination	\$140.00		See Tariff (FCC #1 Section 6)															
531		DS3 per point of termination																		
532		(With Terminal Equip.)	\$1,000.00		See Tariff (FCC #1 Section 6)															
533		DS3 per point of termination																		
534		(W/O Terminal Equip.)	\$750.00		See Tariff (FCC #1 Section 6)															
535																				
536		DAL																		
537		Base File	*		\$ 0.020000															
538		Base File Updates	*		\$ 0.020000															
539																				
540		NXX Migration	NA		\$0.00															
541																				
542																				
543																				
544																				
545																				
546																				
547																				
548																				
549		LNP Surcharge	See Tariff (FCC #1 Section13.3.16)																	
550																				
551																				
552																				

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PACIFIC BELL
 ICA Rates
 Monthly Recurring

APPENDIX PRICING
 ATTACHMENT A
 PACIFIC/MCIm

1			Monthly																	
2			Recurring	"@" INDICATES TO REFER	"@" INDICATES TO REFER															
3	GENERIC TERMINOLOGY		and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING															
4			Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES															
553																				
554																				
555																				
556																				
557																				
558																				
559																				
560																				
561	RESALE		Resale Discounts																	
562			Recurring	Non recurring																
563	LOCAL EXCHANGE SERVICE																			
564	Individual Line Measured Rate Residence Service		17%	17%																
565	Individual Line Measured Rate Business Service		17%	17%																
566	Individual Line Flat Rate Residence Service		17%	17%																
567	Farmer Line Service		17%	17%																
568																				
569	LOCAL USAGE, ZUM, and EAS																			
570	VERTICAL SERVICES																			
571	Three Way Calling		17%	17%																
572	Call Forwarding		17%	17%																
573	Busy Call Forwarding		17%	17%																
574	Delayed Call Forwarding		17%	17%																
575	Remote Access to Call Forwarding		17%	17%																
576	Call Screen		17%	17%																
577	Select Call Forwarding		17%	17%																
578	Priority Ringing		17%	17%																
579	Repeat Dialing		17%	17%																
580	Call Return		17%	17%																
581	Caller ID		17%	17%																
582	Call Waiting		17%	17%																
583	Speed Calling - 8 code capacity		17%	17%																
584	Speed Calling - 30 code capacity		17%	17%																
585	Intercom		17%	17%																
586	Intercom Plus		17%	17%																
587	Call Trace		17%	17%																
588	Caller ID on Analog Centrex Lines		17%	17%																
589	Caller ID on PBX Lines		17%	17%																
590	Caller ID on Dedicated Custom 8 Service		17%	17%																
591	Direct Connect		17%	17%																
592	Usage Sensitive Custom Calling Services		17%	17%																
593	Premiere Communications Systems - Resale		17%	17%																
594	Remote Call Forwarding		17%	17%																
595	Direct Connect		17%	17%																
596																				
597	Centrex																			
598	Hunting Service		17%	17%																
599	Airport Intercommunicating Service		17%	17%																
600	Central Office Electronic Tandem Switching		17%	17%																
601	Centrex ISDN		17%	17%																
602																				
603	ISDN																			
604	ISDN- BRI		17%	17%																
605	Primary Rate ISDN (PRI)		17%	17%																
606	Personal ISDN		17%	17%																
607	Centrex ISDN																			

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ICA Rates
Monthly Recurring

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ATTACHMENT A
PACIFIC/MCIm

1		Monthly																	
2		Recurring	"@" INDICATES TO REFER	"@" INDICATES TO REFER															
3	GENERIC TERMINOLOGY	and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING															
4		Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES															
608																			
609	TOLL																		
610	Local Plus (Intralata Toll)	17%	17%																
611	Two-Point Message Telecommunications Service (Local Toll)	17%	17%																
612	CUSTOM 8 Toll Free Service (grandfathered)	17%	17%																
613	Dedicated Access Line	17%	17%																
614	Custom 8 Digital Data	17%	17%																
615	EASY 8 Toll Free Service	17%	17%																
616	Easy 8 Digital Data	17%	17%																
617	Easy 8 Directory Assistance Listing	17%	17%																
618	California 976	17%	17%																
619	California 900	17%	17%																
620	Information Services Call Blocking	17%	17%																
621																			
622	OPTIONAL TOLL CALLING PLANS																		
623	Resale Residence Usage Discount- Direct Discount	17%	17%																
624	Resale Residence Usage Discount- Service Area	17%	17%																
625	Resale Residence Usage Discount- Community	17%	17%																
626	Resale Residence Usage Discount- Easy Saver	17%	17%																
627	Resale Residence Usage Discount- Saver 60	17%	17%																
628	Resale Residence Usage Discount- Saver Plus	17%	17%																
629	Resale Business Usage Discount- Direct Discount	17%	17%																
630	Resale Business Usage Discount- Plan 50	17%	17%																
631	Resale Business Usage Discount- Plan 1000	17%	17%																
632	Resale Business Usage Discount- Volume Discount	17%	17%																
633	Resale Business Usage Discount - Plus	17%	17%																
634																			
635	DIRECTORY ASSISTANCE	17%	17%																
636	Nationwide Listing Services (NLS)	17%	17%																
637	Express Call Completion	17%	17%																
638																			
639	CVN Service	17%	17%																
640																			
641	TRUNKS																		
642	Flat Rate Trunk	17%	17%																
643	Trunk Line Service	17%	17%																
644																			
645																			
646	OTHER (Resale)																		
647	Number Retention Service	17%	17%																
648	Number Referral Service	17%	17%																
649	Number Services (Personalized TNs)	17%	17%																
650	Voice Based Information Services	17%	17%																
651	Promotional Pricing (90 days +)	17%	17%																
652	Private Branch Exchange Services	17%	17%																
653	Short Duration Service	17%	17%																
654	Grandfathered Services	17%	17%																
655	Message Waiting Indicator (MWI++)	17%	17%																
656	Call Forwarding Busy Line	17%	17%																
657	Call Forwarding/ Don't Answer	17%	17%																
658	Call Forwarding Busy Line/ Don't Answer	17%	17%																
659	Foreign Exchange Service	17%	17%																
660	Foreign Prefix Service	17%	17%																
661	Off Premise Extensions	17%	17%																
662	Operator Services and Directory Assistance	17%	17%																

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ATTACHMENT A
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1		Monthly													
2		Recurring	"@" INDICATES TO REFER	"@" INDICATES TO REFER											
3	GENERIC TERMINOLOGY	and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING											
4		Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES											
663															
664	TELEPHONE ANSWERING SERVICE	17%	17%												
665	Secretarial Answering Service	17%	17%												
666	Occasional Service	17%	17%												
667	Concentrator- Identifier Service	17%	17%												
668	Answering Line Service	17%	17%												
669															
670	DIRECT INWARD DIALING SERVICE	17%	17%												
671	Tie Line Service	17%	17%												
672	Interexchange Channel	17%	17%												
673	Directory Listings Alternate User Listings	17%	17%												
674	Business Individual Line Service	17%	17%												
675	Premium Subscriber Plan	17%	17%												
676	Premiere Subscriber Plan	17%	17%												
677	Power Distribution Alarm And Control System	17%	17%												
678	Custom Virtual Network	17%	17%												
679	WATS Service	17%	17%												
680	Basic Service Elements and														
681	Complementary Network Services	17%	17%												
682	Business Answering Lines	17%	17%												
683	Short Duration Service	17%	17%												
684	Broadband and Fast Packet Service	17%	17%												
685															
686	OTHER (Resale)														
687	On products below, for discount, if any please see applicable tariff														
688	Access Products	0%	0%												
689	Electronic Tandem Switching *	0%	0%												
690	Private Line Services	0%	0%												
691	Digital Data Over Voice	0%	0%												
692	Group Video	0%	0%												
693	High Voltage Protection	0%	0%												
694	Switched SMDS	0%	0%												
695	Switched 56	0%	0%												
696															
697															
698															
699	* Pending CPUC approval of Advice Letter No. 18432														
700															
701	Other Services														
702	Centrex Number Retention Service	17%	17%												
703	Contract Plans	17%	17%												
704	COPT (When sold to certificated CLECs)	17%	17%												
705	Labor/Network Rearrangements	0%	0%												
706	Visit Charge (Trouble Identification)	0%	0%												
707	Cable services All, IW	0%	0%												
708															
709	Repair Transfer Service (per subsequent change)														
710	Recorded Name Announcement	NA	\$ 2,300.00												
711	800/888 Telephone Number	NA	\$ 750.00												
712	Name Announcement & Telephone Number	NA	\$ 2,400.00												
713															
714															
715															
716															
717	Slamming Investigation Fee	NA	ICB												

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

APPENDIX PRICING
ATTACHMENT A
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	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS								
Customized Routing Option B & C (CESAR/LEX - COMPLEX)	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CROSS CONNECT								
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - OC3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC3 - INITIAL (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC3 - ADDITIONAL - (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - INITIAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - INITIAL (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - ADDITIONAL - (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DIGITAL CROSS CONNECT SERVICE - DCS								
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING OPTIONS								
OC3/DS1 (per 28 DS1's) (Simple - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$611.76	\$260.44	\$0.00	\$0.00
OC3/DS1 (per 28 DS1's) (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$611.76	\$260.44	\$0.00	\$0.00
OC3/DS3 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3/DS3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12 to OC3 (SIMPLE - CESAR/LEX)	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12 to OC3 (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMLPX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	\$56.52	\$51.55	\$52.11	\$49.54	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	\$29.74	\$23.94	\$24.51	\$22.04	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.89	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PORT								
CENTREX STATION FEATURES - INITIAL (MAN/FAX	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	\$3.24	\$0.00	\$46.53	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) DEDICATED TRUNK TRANSPORT								
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$69.83	\$34.85	\$0.00	\$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$69.83	\$34.85	\$0.00	\$0.00
OC3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$69.83	\$34.85	\$0.00	\$0.00
OC12 (MANUAL / FAX) -INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$69.83	\$34.85	\$0.00	\$0.00
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$69.83	\$34.85	\$0.00	\$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$69.83	\$34.85	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) ENTRANCE FACILITY								
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
OC3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
OC12 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
LINK								
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00

Pacific Bell Telephone Company
Non-Recurring ICA Rates
1/08/01

APPENDIX PRICING
ATTACHMENT B
PACIFIC/MCIIm

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
ASSURED - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
DS3 Loop - INITIAL (Manual)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - INITIAL (Cesar/LEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - INITIAL (Mechanized))	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Manual)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Cesar/LEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
** OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
** OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
** OC3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
** OC12 (MANUAL / FAX) -INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
** OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
** OC12 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DSL CAPABLE LOOPS:								
2-Wire Digital Loop ISDN/IDSL								
PSD #1 - 2-Wire Digital Loop ISDN/IDSL								
Initial - manual/fax - complex	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
2-Wire xDSL Loop								
PSD #1 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #2 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #3 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #4 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #5 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #7 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-Wire xDSL Loop								
PSD #3 - 4-Wire xDSL Loop								
Initial - manual/fax - complex	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
Initial - cesar/lex - complex	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
Additional - manual/fax - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
**HFPL Cross Connects - CLEC Owned Splitter Non Integrated								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$16.38	\$15.40	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$11.85	\$8.73	TBD	\$0.00
**HFPL Cross Connects - CLEC Owned Splitter Integrated								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$16.38	\$15.40	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$11.85	\$8.73	TBD	\$0.00
**HFPL Cross Connects - SBC Owned Splitter								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$19.99	\$16.57	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$15.00	\$9.79	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$19.99	\$16.57	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$15.00	\$9.79	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$19.99	\$16.57	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$9.79	TBD	\$0.00

**** The Parties acknowledge and agree the rates set forth for Channel Connections are interim and subject to true-up pending state established rates.**

LOCAL SWITCHING CAPABILITY, SWITCHING PORT

BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX SYSTEM ESTABLISH (NO SERIVE ORDER)	\$0.00	\$0.00	\$0.00	\$0.00	\$26.72	\$15.61	\$26.72	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$27.71	\$18.22	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
NETWORK INTERFACE DEVICE (NID)								
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$164.68	\$54.21	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
SBC PACIFIC BELL TELEPHONE COMPANY AND
MCIMETRO ACCESS TRANSMISSION SERVICES, LLC
FKA MCIMETRO ACCESS TRANSMISSION SERVICES, INC.

WHEREAS, SBC PACIFIC BELL TELEPHONE COMPANY (“PACIFIC”)*, formerly Pacific Bell, and MCImetro Access Transmission Services, LLC fka MCImetro Access Transmission Services, Inc. (“CLEC”) (collectively, the “Parties”) entered into an Agreement relating to local interconnection (“Agreement”) and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on May 16, 2002, the California Public Utilities Commission (“Commission”) adopted D.02-05-042, establishing interim monthly recurring prices for unbundled loop and switching (“Decision”);

WHEREAS, the Commission ordered that all interconnection agreements between Pacific and other carriers be amended to reflect the reduced loop and switching prices;

WHEREAS, the reduced prices are interim pending the Commission’s decision on final unbundled loop and switching rates and are subject to adjustment from May 16, 2002 through the date of adoption of final prices.

WHEREAS, pursuant to the Commission’s Decision this amendment (“Amendment”) shall become effective thirty (30) days after filing,

NOW THEREFORE the Parties agree as follows:

- I. Appendix Pricing, Attachment A to the Agreement shall be amended to substitute the prices for unbundled loop and switching with the prices set forth in Attachment A, which is attached hereto and incorporated herein.
- II. The prices for unbundled loop and switching set forth in Attachment A shall be effective as of May 16, 2002.
- III. Pacific shall make billing adjustments in accordance with ordering paragraphs 4 and 5 of the Commission’s Decision, D.02-05-042.
- IV. The Parties agree that executing this Amendment shall not in any way prohibit, limit, or otherwise affect, or act as a waiver by, either Party from pursuing of any of its rights, remedies or arguments with respect to any such rate changes, including but not limited to

any Commission decisions, orders, or proceedings leading thereto and any remands thereof or any other related decisions or proceedings, including the right of each Party to seek legal review or a stay of any such, decisions, orders, or otherwise. Such rights, remedies, and arguments are expressly reserved by each Party.

- V. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- VI. This Amendment is effective only for the term of the Agreement.
- VII. This Amendment shall be filed with and shall be subject to approval by the Commission.
- VIII. This Amendment is dated July 19, 2002.

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. al, 535 U.S. __ (2002)). The Parties acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. By executing this Amendment, PACIFIC does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Inter-carrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties further acknowledge that they have executed an amendment superseding certain compensation, interconnection and trunking terms ("Reciprocal Compensation Amendment"). Until the expiration of such Reciprocal Compensation Amendment, the Parties agreed not to exercise their intervening law rights for any reciprocal compensation, point of interconnection or trunking requirements that are subject to the Reciprocal Compensation Amendment. By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, PACIFIC does not waive any of its rights that it may have at the time of or that arise after the expiration of the Reciprocal Compensation Amendment or as to any other rights it may have at any time under the rates, terms and conditions in this Agreement (other than the rates, terms and conditions set forth in the Reciprocal compensation Amendment), and expressly reserves all of its rights, under the ISP Inter-carrier Compensation Order, or any other regulatory, legislative or judicial action.

ATTACHMENT A

Loops

2-Wire Analog (Basic) Zone 1

Recurring

\$

8.38

2-Wire Analog (Basic) Zone 2

\$

11.27

2-Wire Analog (Basic) Zone 3

\$

19.64

2-Wire Analog (Basic) Statewide /1/

\$

9.93

2-wire Digital Zone 1 /2/

\$

12.68

2-wire Digital Zone 2 /2/

\$

15.92

2-wire Digital Zone 3 /2/

\$

24.61

2-wire Digital Statewide /1/

\$

14.37

Switching**Ports**

2 Wire Analog Port

\$

0.88

Usage

Interoffice Originating

Setup per Call

\$

0.001817

Holding Time per MOU

\$

0.000563

Interoffice Termination

Setup per Call

\$

0.002142

Holding Time per MOU

\$

0.000572

Intraoffice

Setup per Call

\$

0.004280

Holding Time per MOU

\$

0.001108

Tandem Switching

Setup per Call

\$

0.000155

Setup per Completed Message

\$

0.000234

Holding Time per MOU

\$

0.000139

Reciprocal Compensation /3/

Interoffice Termination

Setup per Call

\$

0.002142

Holding Time per MOU

\$

0.000572

Tandem Switching

Setup per Call

\$

	0.000155
Setup per Completed Message	\$
	0.000234
Holding Time per MOU	\$
	0.000139
<u>Vertical Features</u>	
Call Forwarding Variable	\$
	0.17
Busy Call Forwarding	\$
	0.17
Delayed Call Forwarding	\$
	0.17
Call Waiting	\$
	0.17
Three Way Calling	\$
	0.17
Call Screen	\$
	0.19
Message Waiting Indicator	\$
	0.17
Repeat Dialing	\$
	0.20
Call Return	\$
	0.20
Call Forwarding Busy/delay	\$
	0.17
Remote Call Forwarding	\$
	0.28
Speed Calling 8	\$
	0.17
Speed Calling 30	\$
	0.17
<u>Vertical Features - Continued</u>	<u>Recurring</u>
Intercom	\$
	0.19
Intercom Plus	\$
	0.19
Remote Access to Call Forwarding	\$
	0.18
Select Call Forward	\$
	0.18
Direct -Shared	\$
	0.17
Direct -Unshared	\$
	0.17
Call Trace	\$
	0.17
Speed Call 6	\$
	0.17
Call Restriction	\$
	0.27
Distinctive Ringing	\$
	0.17
Directed Call Pickup	\$
	0.17
WATS Access per Port	\$

07/19/02

	0.17
WATS Access per Group	\$
	0.53
Caller ID	\$
	0.22
Caller ID Blocking	\$
	0.18
Caller Hold	\$
	0.17
DNCF	\$
	0.29
Hunting	\$
	0.09

DSL Capable Loops:

2-Wire Digital Loop ISDN/IDSL	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 1	\$
	12.68
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 2	\$
	15.92
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 3	\$
	24.61
PSD #1 - 2-Wire Digital Loop ISDN/IDSL StateWide /1/	\$
	14.37
2-Wire xDSL Loop	
PSD #1 - 2-Wire xDSL Loop Zone 1	\$
	8.38
PSD #1 - 2-Wire xDSL Loop Zone 2	\$
	11.27
PSD #1 - 2-Wire xDSL Loop Zone 3	\$
	19.64
PSD #1 - 2-Wire xDSL Loop Statewide /1/	\$
	9.93
PSD #2 - 2-Wire xDSL Loop Zone 1	\$
	8.38
PSD #2 - 2-Wire xDSL Loop Zone 2	\$
	11.27
PSD #2 - 2-Wire xDSL Loop Zone 3	\$
	19.64
PSD #2 - 2-Wire xDSL Loop Statewide /1/	\$
	9.93
PSD #3 - 2-Wire xDSL Loop Zone 1	\$
	8.38
PSD #3 - 2-Wire xDSL Loop Zone 2	\$
	11.27
PSD #3 - 2-Wire xDSL Loop Zone 3	\$
	19.64
PSD #3 - 2-Wire xDSL Loop Statewide /1/	\$
	9.93
PSD #4 - 2-Wire xDSL Loop Zone 1	\$
	8.38
PSD #4 - 2-Wire xDSL Loop Zone 2	\$
	11.27
PSD #4 - 2-Wire xDSL Loop Zone 3	\$
	19.64
PSD #4 - 2-Wire xDSL Loop Statewide /1/	\$
	9.93
PSD #5 - 2-Wire xDSL Loop Zone 1	\$
	8.38
PSD #5 - 2-Wire xDSL Loop Zone 2	\$
	11.27

07/19/02

PSD #5 - 2-Wire xDSL Loop Zone 3	\$
	19.64
PSD #5 - 2-Wire xDSL Loop Statewide /1/	\$
	9.93
PSD #7 - 2-Wire xDSL Loop Zone 1	\$
	8.38
PSD #7 - 2-Wire xDSL Loop Zone 2	\$
	11.27
PSD #7 - 2-Wire xDSL Loop Zone 3	\$
	19.64
PSD #7 - 2-Wire xDSL Loop Statewide /1/	\$
	9.93

HFPL Loop

HFPL Loop Zone 1	\$
	4.19
HFPL Loop Zone 2	\$
	5.64
HFPL Loop Zone 3	\$
	9.82
HFPL Loop Statewide /1/	\$
	4.97

Notes:

- /1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs may not use both rate structures. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047.
- /2/ The 2-Wire Digital Loop rates are calculated by adding the 2-Wire Analog (Basic) Loop rates to the ISDN Option rates included in the current California Recurring (OANAD) Pricing Schedule.
- /3/ The rates for Reciprocal Compensation – Interoffice Termination and Tandem Switching – will not become effective until after the expiration of the Parties' Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions.

AMENDMENT No. 1
TO THE INTERCONNECTION AGREEMENT
BETWEEN
SBC PACIFIC BELL TELEPHONE COMPANY AND
MCIMETRO ACCESS TRANSMISSION SERVICES LLC FKA
MCIMETRO ACCESS TRANSMISSION SERVICES, INC.

WHEREAS, SBC PACIFIC BELL TELEPHONE COMPANY ("PACIFIC"), formerly Pacific Bell, and MCImetro Access Transmission Services, LLC fka MCImetro Access Transmission Services, Inc. ("MCI") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on May 16, 2002, the California Public Utilities Commission ("Commission") adopted D.02-05-042, establishing interim monthly recurring prices for unbundled Loop and Local and Tandem Switching Network Elements ("Decision");

WHEREAS, the Commission ordered that all interconnection agreements between Pacific and other carriers be amended to reflect the reduced Loop and Local and Tandem Switching Network Element prices;

WHEREAS, the reduced prices are interim pending the Commission's decision on final unbundled Loop and Local and Tandem Switching rates and are subject to adjustment from May 16, 2002 through the date of adoption of final prices.

WHEREAS, pursuant to the Commission's Decision this Amendment No. 1 ("Amendment") shall become effective five (5) days after filing,

NOW THEREFORE the Parties agree as follows:

- I. Appendix Pricing, Attachment A to the Agreement shall be amended to substitute the prices for unbundled Loop and Local and Tandem Switching Network Elements with the prices set forth in Attachment A of this Amendment, which is attached hereto and incorporated herein. The Parties agree that, anything to the contrary in the Agreement notwithstanding, these substituted prices for unbundled Loop and Local and Tandem Switching Network Elements shall be effective as of May 16, 2002 as between the Parties and applied by the Parties retroactively to May 16, 2002, as required by the Decision.
- II. Anything to the contrary in the Agreement notwithstanding and as required by the Decision, PACIFIC shall implement all billing program changes necessary

- to reflect in bills to MCI the prices for unbundled Loop and Local and Tandem Switching Network Elements set forth in Attachment A of this Amendment. PACIFIC shall make all billing adjustments necessary to ensure that the May 16 effective date for the prices set forth in Attachment A of this amendment is accurately reflected in bills applicable to the unbundled Loop and Local and Tandem Switching Network Elements.
- III. The Parties agree that executing this Amendment shall not in any way prohibit, limit, or otherwise affect, or act as a waiver by, either Party from pursuing of any of its rights, remedies or arguments with respect to any such rate changes, including but not limited to any Commission decisions, orders, or proceedings leading thereto and any remands thereof or any other related decisions or proceedings, including the right of each Party to seek legal review or a stay of any such, decisions, orders, or otherwise. Such rights, remedies, and arguments are expressly reserved by each Party.
- IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- VIII. This Amendment is effective only for the term of the Agreement, which shall include any period during which the Parties are negotiating a successor agreement as set forth in Section 22.4 of the General Terms and Conditions of the Agreement.
- VIII. This Amendment shall be filed with and shall be subject to approval by the Commission.
- VIII. This Amendment is dated November 18, 2002.
- VIII. The Parties acknowledge that in the Decision the Commission ordered that the new prices for unbundled Loop and Local and Tandem Switching Network Elements will be adjusted, either up or down, once final rates are set by the Commission in a subsequent decision and that PACIFIC is required to establish a balancing account to track the revenues received for unbundled Loop and Local and Tandem Switching set forth in Attachment A of this Amendment. The Parties agree that, upon issuance of a Commission order setting final rates for unbundled Loop and Local and Tandem Switching Network Elements, they shall negotiate necessary changes to the Agreement and to effectuate any true up ordered by the Commission.

[Signature Page Follows]

MCIMETRO ACCESS TRANSMISSION

SBC PACIFIC BELL TELEPHONE

AMENDMENT-INTERIM MONTHLY RECURRING PRICES
 UNBUNDLED LOOP AND SWITCHING (DECISION 02-05-042)
 SBC/MCImetro Access Transmission Services LLC fka MCImetro Access Transmission Services, Inc.
 PAGE 3 OF 3

SERVICES LLC**COMPANY**

By SBC Telecommunications, Inc.,
 Its authorized agent*

Signature: _____

Signature: _____

 Name: _____
 (Print or Type)

 Name: _____
 (Print or Type)

 Title: _____
 (Print or Type)

 Title: _____
 (Print or Type)

Date: _____

Date: _____

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. al, 535 U.S. ___ (2002)). The Parties acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. By executing this Amendment, PACIFIC does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Inter-carrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties further acknowledge that they have executed an amendment superseding certain compensation, interconnection and trunking terms ("Reciprocal Compensation Amendment"). Until the expiration of such Reciprocal Compensation Amendment, the Parties agreed not to exercise their intervening law rights for any reciprocal compensation, point of interconnection or trunking requirements that are subject to the Reciprocal Compensation Amendment. By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, PACIFIC does not waive any of its rights that it may have at the time of or that arise after the expiration of the Reciprocal Compensation Amendment or as to any other rights it may have at any time under the rates, terms and conditions in this Agreement (other than the rates, terms and conditions set forth in the Reciprocal compensation Amendment), and expressly reserves all of its rights, under the ISP Inter-carrier Compensation Order, or any other regulatory, legislative or judicial action.

ATTACHMENT A

Loops

	<u>Recurring</u>
2-Wire Analog (Basic) Zone 1	\$ 8.38
2-Wire Analog (Basic) Zone 2	\$ 11.27
2-Wire Analog (Basic) Zone 3	\$ 19.64
2-Wire Analog (Basic) Statewide /1/	\$ 9.93

2-wire Digital Zone 1 /2/	\$ 12.68
2-wire Digital Zone 2 /2/	\$ 15.92
2-wire Digital Zone 3 /2/	\$ 24.61
2-wire Digital Statewide /1/	\$ 14.37

Switching**Ports**

2 Wire Analog Port	\$ 0.88

Usage

Interoffice Originating	
Setup per Call	\$ 0.001817
Holding Time per MOU	\$ 0.000563
Interoffice Termination	
Setup per Call	\$ 0.002142
Holding Time per MOU	\$ 0.000572
Intraoffice	
Setup per Call	\$ 0.004280
Holding Time per MOU	\$ 0.001108
Tandem Switching	
Setup per Call	\$ 0.000155
Setup per Completed Message	\$ 0.000234
Holding Time per MOU	\$ 0.000139

Reciprocal Compensation /3/

Interoffice Termination	
Setup per Call	\$ 0.002142
Holding Time per MOU	\$ 0.000572
Tandem Switching	
Setup per Call	\$ 0.000155
Setup per Completed Message	\$ 0.000234
Holding Time per MOU	\$ 0.000139

Vertical Features

Call Forwarding Variable	\$ 0.17
Busy Call Forwarding	\$ 0.17
Delayed Call Forwarding	\$ 0.17
Call Waiting	\$ 0.17
Three Way Calling	\$ 0.17
Call Screen	\$ 0.19
Message Waiting Indicator	\$ 0.17
Repeat Dialing	\$ 0.20
Call Return	\$ 0.20
Call Forwarding Busy/delay	\$ 0.17
Remote Call Forwarding	\$ 0.28
Speed Calling 8	\$ 0.17
Speed Calling 30	\$ 0.17

Vertical Features - Continued

	Recurring
Intercom	\$ 0.19
Intercom Plus	\$ 0.19
Remote Access to Call Forwarding	\$ 0.18
Select Call Forward	\$ 0.18
Direct -Shared	\$ 0.17
Direct -Unshared	\$ 0.17
Call Trace	\$ 0.17
Speed Call 6	\$ 0.17
Call Restriction	\$ 0.27
Distinctive Ringing	\$ 0.17
Directed Call Pickup	\$ 0.17
WATS Access per Port	\$ 0.17
WATS Access per Group	\$ 0.53
Caller ID	\$ 0.22
Caller ID Blocking	\$ 0.18
Caller Hold	\$ 0.17
DNCF	\$ 0.29

DSL Capable Loops:

2-Wire Digital Loop ISDN/IDSL	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 1	\$ 12.68
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 2	\$ 15.92
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 3	\$ 24.61
PSD #1 - 2-Wire Digital Loop ISDN/IDSL StateWide /1/	\$ 14.37
2-Wire xDSL Loop	
PSD #1 - 2-Wire xDSL Loop Zone 1	\$ 8.38
PSD #1 - 2-Wire xDSL Loop Zone 2	\$ 11.27
PSD #1 - 2-Wire xDSL Loop Zone 3	\$ 19.64
PSD #1 - 2-Wire xDSL Loop Statewide /1/	\$ 9.93
PSD #2 - 2-Wire xDSL Loop Zone 1	\$ 8.38
PSD #2 - 2-Wire xDSL Loop Zone 2	\$ 11.27
PSD #2 - 2-Wire xDSL Loop Zone 3	\$ 19.64
PSD #2 - 2-Wire xDSL Loop Statewide /1/	\$ 9.93
PSD #3 - 2-Wire xDSL Loop Zone 1	\$ 8.38
PSD #3 - 2-Wire xDSL Loop Zone 2	\$ 11.27
PSD #3 - 2-Wire xDSL Loop Zone 3	\$ 19.64
PSD #3 - 2-Wire xDSL Loop Statewide /1/	\$ 9.93
PSD #4 - 2-Wire xDSL Loop Zone 1	\$ 8.38
PSD #4 - 2-Wire xDSL Loop Zone 2	\$ 11.27
PSD #4 - 2-Wire xDSL Loop Zone 3	\$ 19.64
PSD #4 - 2-Wire xDSL Loop Statewide /1/	\$ 9.93
PSD #5 - 2-Wire xDSL Loop Zone 1	\$ 8.38
PSD #5 - 2-Wire xDSL Loop Zone 2	\$ 11.27
PSD #5 - 2-Wire xDSL Loop Zone 3	\$ 19.64
PSD #5 - 2-Wire xDSL Loop Statewide /1/	\$ 9.93
PSD #7 - 2-Wire xDSL Loop Zone 1	\$ 8.38

DSL Capable Loops - Continued

	Recurring
PSD #7 - 2-Wire xDSL Loop Zone 2	\$ 11.27
PSD #7 - 2-Wire xDSL Loop Zone 3	\$ 19.64
PSD #7 - 2-Wire xDSL Loop Statewide /1/	\$ 9.93

HFPL Loop

HFPL Loop Zone 1	\$	4.19
HFPL Loop Zone 2	\$	5.64
HFPL Loop Zone 3	\$	9.82
HFPL Loop Statewide /1/	\$	4.97

Notes:

/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs may not use both rate structures.

CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047.

/2/ The 2-Wire Digital Loop rates are calculated by adding the 2-Wire Analog (Basic) Loop rates to the ISDN Option rates included in the current California Recurring (OANAD) Pricing Schedule.

/3/ The rates for Reciprocal Compensation – Interoffice Termination and Tandem Switching – will not become effective until after the expiration of the Parties' Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions.

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

BY AND BETWEEN

**PACIFIC BELL TELEPHONE COMPANY
D/B/A SBC PACIFIC BELL TELEPHONE COMPANY**

AND

PAC-WEST TELECOMM, INC.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement") is by and between Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, a California Corporation ("PACIFIC"), and PAC-WEST TELECOMM, INC., ("Pac-West") a California Corporation doing business at 1776 W. March Lane, Suite 250, Stockton, CA.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business end users predominantly over their respective telephone exchange service facilities in California; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Telecommunications Act of 1996 ("the Act") and additional services as set forth herein; and

WHEREAS, for purposes of this Agreement, the Parties intend to operate where PACIFIC is the incumbent local exchange carrier and Pac-West, a competitive local exchange carrier, is certified by the California Public Utilities Commission, as required.

NOW, THEREFORE, PAC-WEST and PACIFIC hereby agree as follows:

1. DEFINITIONS

1.1. "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996.

1.2. "Affiliate" is as defined in the Act.

1.3. "AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

1.4. "Automatic Number Identification" or "ANI" is a Feature Group D or a CAMA signaling parameter that forwards the telephone ("CAMA") or billing number ("FG-D") of the calling party.

1.5. "Busy Line Verification Interrupt" or "BLVI" means a service in which an End User requests an operator to confirm the busy status of a line and requests an interruption of the call.

1.6. “Calling Party Number” or “CPN” is a Signaling System 7 (“SS7”) parameter whereby the ten (10) digit number of the calling party is forwarded from the End Office.

1.7. * “Central Office” means a building or a space within a building where transmission facilities or circuits are connected or switched. In no event may MCI use this definition to assert that it should receive tandem reciprocal compensation from PACIFIC.

1.8. “Central Office Switch” means a single switching system within the public switched telecommunications network, including the following:

(a) “End Office Switches” which are Class 5 switches where End User Exchange Services are directly connected and offered; and

(b) “Tandem Office Switches” or “Access Tandems” which are switches used to connect and switch calls over interoffice trunks between End Office Switches.

Central Offices may be employed as combination End Office/Tandem Office switches.

1.9. “CLASS Features” mean certain CCS-based features available to End Users including, but not limited to: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.10. “Collocation” refers to an arrangement whereby one Party’s (the “Collocating Party”) facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the “Housing Party”). Collocation may be “physical” or “virtual.” “Physical Collocation” generally refers to the Collocating Party installing and maintaining its own equipment in the Housing Party’s premises. “Virtual Collocation is defined in Appendix NIM and generally refers to the “Housing Party” owning, installing and maintaining the collocated equipment in the Housing Party’s premises.

1.11. “Commission” or “CPUC” means the California Public Utilities Commission.

1.12. “Common Channel Signaling” or “CCS” is a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

1.13. “Competitive Local Exchange Carriers — “CLEC” is as defined in the Act.

1.14. “Control Office” means an exchange carrier center or office designated as its company’s single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.

1.15. * “Customer” or “customer” means a third party residence or business that subscribes to Telecommunications Services provided by either of the Parties at retail. To the extent that MCIm furnishes Pacific retail services to an unaffiliated wholesale customer of MCIm for subsequent resale by MCIm's wholesale customer to an ultimate consumer or MCIm provides services via PACIFIC UNEs to an unaffiliated wholesale customer of MCIm for subsequent resale by MCIm's wholesale customer to an ultimate consumer, the term "Customer" shall be construed, to the extent feasible, to include MCIm's wholesale customer. As used herein, the term "Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

1.16. “Dialing Parity” is as defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

1.17. “Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

1.18. “Digital Signal Level 0” or “DS-0” means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.19. “Digital Signal Level 1” or “DS-1” means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.

1.20. “Digital Signal Level 3” or “DS-3” means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.

1.21. “DSLAM” or Digital Subscriber Line Access Multiplexer is a network device that receives signals from multiple customer Digital Subscriber Line (DSL) connections and multiplexes the signals on a high-speed backbone line. DSLAM’s can connect DSL loops with some combination of ATM, Frame Relay or IP networks.

1.22. “End User” means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties or by another telecommunications service provider.

1.23. “Exchange Access” see Switched Access.

1.24. “Exchange Message Record” or “EMR” means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.25. "FCC" means the Federal Communications Commission.

1.26. "Fiber Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed-upon location.

1.27. "Integrated Services Digital Network" or "ISDN" means a digital switched network service. "Basic Rate ISDN" provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. "Primary Rate ISDN" provides for 23 bearer and 1 data channels.

1.28. "Interconnection" is as defined in the Act.

1.29. "Interconnection Activation Date" is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, and joint trunk testing is completed.

1.30. "Interexchange Carrier" or "IXC" (also referred to as "Switched Access Customer") means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services. For purposes of Section 6 of this Agreement, the term "IXC" includes any entity which purchases FGB or FGD Switched Access Service in order to originate or terminate traffic to/from Pac-West's End Users.

1.31. "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.32. "Line Side" refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

1.33. "Local Exchange Carrier (LEC)" is as defined in the Act.

1.34. "Local Exchange Routing Guide" or "LERG" means a Bellcore Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

1.35. "Local Exchange Traffic" is as defined in the Act.

1.36. "Local Interconnection Trunks/Trunk Groups" are used for the termination of Local Exchange Traffic, using Bellcore Technical Reference GR-317-CORE ("GR-317").

1.37. "Local Service Provider" (LSP) is the LEC that provides retail local Exchange Service to an Customer. The LSP may or may not provide any physical network components to support the provision of that Customer's service.

1.38. “Local Calls” are as defined by the Commission. Local Calls currently include all 0-12 mile calls based on the rate centers of the originating and terminating NPA-NXXs of the callers, irrespective of whether the routing point of an NPA-NXX is different than the rate center of that NPA-NXX (these include but are not limited to ZUM Zone 1 and ZUM Zone 2 calls) and, where established in incumbent LEC tariffs, ZUM Zone 3 and Extended Area Service (EAS) calls.

1.39. “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).

1.40. “MECAB” refers to the Multiple Exchange Carrier Access Billing (“MECAB”) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

1.41. “MECOD” refers to the Multiple Exchange Carriers Ordering and Design (“MECOD”) Guidelines for Access Services — Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

1.42. “Meet-Point Billing” or “MPB” refers to a billing arrangement whereby two or more Telecommunications Carriers jointly provide for Switched Access Service to an IXC, with each LEC receiving an appropriate share of its switched access revenues as defined by its effective access tariffs.

1.43. “Meet Point Trunks/Trunk Groups” (“MPTGs”) are used for the joint provision of Switched Access services, utilizing Bellcore Technical References GR-394-CORE (“GR-394”) and GR-317-CORE (“GR-317”). MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.

1.44. “Mid-Span Meet” means an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC’s portion of the transmission facility.

1.45. “Network Element” is as defined in the Act and as used herein has the same meaning as “Unbundled Network Element.”

1.46. "Network Element Bona Fide Request" or "BFR" means the process described in Appendix UNE that is attached hereto and incorporated herein that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element.

1.47. "Originating Line Information ("OLI")" is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

1.48. "Party" means either MCIIm or PACIFIC; "Parties" means both MCIIm and PACIFIC.

1.49. "Point of Interconnection" or "POI" means a physical location at which the Parties' networks meet for the purpose of establishing interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.

1.50. "Rating Point" means the Vertical and Horizontal ("V&H") coordinates associated with a particular telephone number for rating purposes.

1.51. "Remote Terminal" or "RT" means a controlled environmental vault, hut, cabinet, which may or may not contain fiber-fed Digital Loop Carrier ("DLC") equipment.

1.52. "Routing Point" means a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.53. "Service Control Point" or "SCP" means a node in the CCS network that provides the interface between a database and a CCS network. The SCP is a real-time computer system that, based on a query from a "Service Switching Point" ("SSP") or other CCS node capable of properly formatting and launching Signaling System 7 (SS7) unit data messages, either performs subscriber or application-specific service logic or passes the query to a resident database that provides query-processing logic, and then sends a response that represents an answer to the query.

1.54. * "Switch" means a switching or packet routing device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to end office Switches, tandem Switches, access tandem Switches, and remote switching modules. Switches may be employed as a combination of end office/tandem Switches. In no event may MCIIm use this definition to assert that it should receive tandem reciprocal compensation from Pacific.

1.55. "Switched Access" service means an offering of access to services or facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services includes: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group C ("FGC"), Feature Group D ("FGD"), Toll Free Service, 700 and 900 access. Switched Access service does not include traffic exchanged between LECs for the purpose of local exchange interconnection.

1.56. "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

1.57. "Telephone Exchange Service" is as defined in the Act.

1.58. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free, *i.e.*, 800-like, service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes and excludes services using standard NPA-NXX dialing patterns, irrespective of whether the routing point of the NPA-NXX is in a different rate center than the rating point of that NPA-NXX.

1.59. "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity, for example, another Central Office switch. Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.60. Unbundled Network Element is defined in the Act. When used herein, the terms Network Element, UNE and network element all have the meaning of Unbundled Network Element.

1.61. "Wire Center" means the physical structure where PACIFIC terminates subscriber outside cable plant (*i.e.* their local lines) with the necessary testing facilities to maintain them. This is usually, the same location as a Class 5 central office. A wire center might have one or several Class 5 central offices, also called public exchanges or simply switches.

1.62. "Wireless Service Provider or "WSP" means a provider of Commercial Mobile Radio Services ("CMRS") *e.g.*, cellular service provider, Personal Communications Services provider, or paging service provider.

2. INTERPRETATION AND CONSTRUCTION

[Section Deleted]

3. IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Sections 4, 5, and 6 for the transmission and routing of Telephone Exchange Service Traffic and Exchange Access Traffic shall be established for each Exchange Area on Appendix DCO attached hereto and incorporated by reference. Appendix DCO may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional Exchange Areas by modifying or updating Appendix DCO.

4. INTERCONNECTION PURSUANT TO SECTION 251(C)(2)(A),(B),(C); 47 CFR § 51.305(A)(1)

4.1. Scope

This Section refers to the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Appendix ITR (Interconnection Trunking Requirements), attached hereto and incorporated by reference prescribes the specific trunk groups (and traffic routing parameters). Appendix NIM describes the facilities for the transmission and routing of traffic as described in Appendix ITR.

4.2. Interconnection Coverage § 251(c)(2)(B) and (C), 47 CFR § 51.305(a)(2)

The Parties will provide for interconnection of their networks that is at least equal in quality to that provided by PACIFIC to itself or to any subsidiary, affiliate, or any other party to which PACIFIC provides interconnection and shall interconnect at any technically feasible point in their network as defined in Appendix NIM, attached hereto and incorporated by reference. The Parties will establish Local Interconnection Trunks to exchange Local and IntraLATA Toll traffic. All traffic exchanged over Local Interconnection Trunk Groups will be treated as Pac-West traffic and subject to the terms and conditions of this Agreement. Neither Party shall terminate Switched Access traffic over Local Interconnection Trunks. Separate two-way Meet Point trunks will be established for the joint provisioning of Switched Access traffic. Local Interconnection will be provided via two-way trunks unless both Parties agree to implement one-way trunks on a case-by-case basis. In depth description is included in Appendix ITR.

4.2.1. The Parties shall interconnect their facilities as follows:

(a) Each Party will establish a Local Interconnection Trunk Group with each Access Tandem in the LATA(s) in which it originates or terminates Local and/or Toll traffic with the other Party. Parties may not route Local Interconnection traffic to an Access Tandem destined for an NXX that subtends another tandem. The Parties agree that direct trunking to an End Office from either Party's End Office or Access Tandem is permitted under the terms of this section.

(b) In addition to the tandem interconnection described above, either Party may establish End Office-to-End Office or End Office-to-tandem or tandem-to-tandem trunk groups. In the case of host-remote End Offices, such interconnection shall occur at the location of the host or remote, at the option of the Party deploying the host-remote End Office.

4.3. Methods for Interconnection

Methods for Interconnection and Physical Architecture shall be as defined in Appendix NIM.

5. **TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(C)(2)(D); 252(D)(1) AND (2); 47 CFR § 51.305(A)(5)**

5.1. Scope of Traffic

This Section 5 prescribes traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in Section 4.

5.1.1. Either Party may opt at any time to terminate, *i.e.*, overflow, to the other Party some or all Local Exchange Traffic and intraLATA Toll traffic originating on its network, together with Switched Access traffic, via Feature Group D or Feature Group B Switched Access Services. Either Party may otherwise purchase these Switched Access Services from the other Party subject to the rates, terms, and conditions specified in its standard intrastate access tariffs, including any usage-sensitive rates for the Local Exchange or intraLATA Toll traffic terminated over the Switched Access service.

5.1.2. Each Party shall deliver to the other Party over the Local Interconnection Trunk Group(s) only such traffic which is destined for those publicly dialable NPA-NXX codes served by End Offices that directly subtend the Access Tandem or to those Wireless Service Providers that directly subtend the Access Tandem.

5.1.3. Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either Party's End Office or tandem in accordance with the serving arrangements defined in the LERG Common Language Location Identifier (CLLI) Code.

5.1.4. Where the Parties deliver over the Local Interconnection Trunk Group(s) miscellaneous calls (e.g., time, weather, NPA-555, Mass Calling Codes) destined for each other, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG Common Language Location Identifier Code.

5.1.5. N11 codes (e.g., 611, 811, & 911) shall not be sent between Pac-West's and PACIFIC's network over the Local Interconnection Trunk Group(s).

5.1.6. For purposes of compensation under this Agreement, the traffic traded between Pac-West and PACIFIC will be classified as either Local Traffic, Transit Traffic, IntraLATA Interexchange Traffic, or interLATA Interexchange Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own “local” calling area(s) for purposes of its provision of Telecommunications Services to its End Users.

5.1.7. All Local Calls, including Local Calls originated by or terminated to any internet service provider, are subject to payment of local reciprocal compensation under the terms of this Agreement.

5.1.8. Calls originated by one Party’s End User and terminated to the other Party’s End User will be classified as “Local Traffic” for purposes of intercompany compensation, if they are “Local Calls” as defined by this Agreement (Section 1.31).

5.1.9. PACIFIC shall deliver all traffic destined to terminate at Pac-West’s End Office in accordance with the serving arrangements defined in the Common Language Location Identifier Code, except PACIFIC will not deliver calls destined to Pac-West End Office(s) via another LEC’s or CLEC’s tandem.

5.1.10. PACIFIC shall terminate traffic from third party LECs, CLECs, or Wireless Service Providers delivered to PACIFIC’s network through Pac-West’s tandem. Prior to the routing of such traffic, the Parties agree to negotiate the issues of network capacity and forecasting caused by such termination. The Parties shall conduct such negotiations in good faith and shall not unreasonably withhold consent to the routing of such traffic.

5.1.11. PACIFIC shall complete traffic delivered from Pac-West destined to third-party LECs, CLECs or WSPs in the LATA, when these third parties subtend PACIFIC’s tandem(s). PACIFIC shall have no responsibility to ensure that any third party LEC, CLEC or WSP will accept such traffic.

5.2. Responsibilities of the Parties

5.2.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

5.2.2. Each Party will include in the information transmitted to the other for each call being terminated on the other’s network, where available, the originating Calling Party Number (“CPN”).

5.2.3. If the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (“MOU”) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as Switched Access.

5.2.4. For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation shall be charged by the Party originating the call, rather than the Party terminating the call. This includes originating charges as well as a Basic Toll Free Access Query charge as specified in Appendix PRICING or Pac-West's local exchange tariff.

5.2.5. Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party.

5.2.6. Measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

5.2.7. Each Party will provide the other, within thirty (30) calendar days or by mutually agreed upon date after the end of each calendar quarter, a usage report with the following information regarding traffic it sent to (*i.e.*, terminated over) the Local Interconnection Trunk arrangements.

5.2.7.1. Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups; and

5.2.7.2. Percent Local Usage ("PLU") and Percent Local Minutes.

5.2.8. Upon mutual agreement of the Parties, originating records for local, transit, and intraLATA toll traffic shall be exchanged for the purposes of billing intercompany terminating compensation.

5.2.8.1. On a monthly basis, each Party will record its originating MOUs including identification of the originating and terminating NXXs for all intercompany calls.

5.2.8.2. Each Party will transmit the summarized originating MOUs above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

5.2.8.3. Bills rendered by either Party will be paid within fifteen (15) days of receipt subject to subsequent audit verification.

5.2.8.4. MOUs for the rates contained herein will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

5.2.8.5. Each Party will multiply the tandem routed and end office routed terminating MOUs by the appropriate rate contained in this Section to determine the total monthly billing to each Party.

5.3. Reciprocal Compensation for Termination of Local Traffic

5.3.1. The Compensation set forth below will apply to all Local Traffic as defined in Section 5.1.8 of this Agreement.

5.3.2. Applicability of Rates

5.3.2.1. The rates, terms, conditions in this Section 5.3 apply only to the termination of Local Traffic, unless otherwise noted in Section 5.

5.3.3. Rate Elements

5.3.3.1. The Parties will pay to one another the charges for the following rate elements for the termination of Local Traffic.

- (a) Tandem Switching — (where used) compensation for the use of tandem switching functions (which includes subtending tandem offices:
 - (i) Setup per Call, and
 - (ii) MOU;
- (b) Common Transport (“where used”) — compensation for the transmission facilities between the local tandem and the End Offices subtending that tandem.
 - (i) Fixed Mileage and
 - (ii) Variable Mileage
- (c) Basic Switching- Interoffice Terminating:
 - (i) Setup per Call
 - (ii) MOU;

5.3.4. Local Traffic Interconnection Rates

See Appendix Pricing

5.4. Reciprocal Compensation for Transit Traffic

5.4.1. Transit Traffic allows one Party to send traffic to a third party network through the other Party’s tandem. A Transit Traffic rate element applies to all MOUs between a Party and third party networks that transit the other Party’s tandem

switch. The originating Party will be billed Transit Traffic rate element unless otherwise specified.

The Transit Traffic rate element shall be equal to the Tandem Switching rate plus two times the Common Transport Fixed rate element as specified in Appendix PRICING.

5.4.2. When Pac-West uses a PACIFIC access tandem to transit a toll call to another LEC end office, and that LEC is a member of the California Toll Pool, ("Pooling LEC"), PACIFIC will bill, and Pac-West will pay, PACIFIC's local switching and proportionate local transport rates in addition to the transit rate above. PACIFIC will remit such revenues to the California Toll Pool. When a Pooling LEC originates a toll call that terminates to a Party's NXX, Party will bill and PACIFIC will pay, Party's local switching and local transport rates as if the call originated from a PACIFIC end office.

5.4.3. If either Party receives a call through the other Party's Access Tandem that originates from another LEC, Pac-West or Wireless Service Provider, the Party receiving the transited call will not charge the other Party any rate element for this call regardless of whether the call is local or toll. The Parties will establish appropriate billing relationships directly with the Wireless Service Provider, other CLEC or LEC with the exception of the independent LECs listed in Section 21.11 of this Agreement.

5.4.4. In the event one Party originates traffic that transits the second Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses.

5.5. Reciprocal Compensation for Termination of IntraLATA Interexchange Traffic

For intrastate intraLATA interexchange service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service ("MTS") and originating access rates for 800 Service as set forth in each Party's Intrastate Access Service Tariff. For interstate intraLATA intercompany service traffic (i.e., when a LATA crosses a state boundary), compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service ("MTS") and originating access rates for 800 Service as set forth in each Party's Intrastate Access Service Tariff.

5.6. Compensation for Origination and Termination of Switched Access Service Traffic to or from an IXC (Meet-Point Billing ("MPB") Arrangements)

5.6.1. The Parties will establish MPB arrangements in order to provide Switched Access Services to IXCs via PACIFIC's Access Tandem switches in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents.

5.6.2. For interstate, interLATA traffic, the Parties will charge IXCs according to access rates as set forth in each Party's own applicable tariffs.

5.6.3. Billing to IXCs for the Switched Access Services jointly provided by the Parties via Meet-Point Billing arrangement shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purpose of this Agreement, Pac-West is the Initial Billing Company ("IBC") and PACIFIC is the Subsequent Billing Company ("SBC"). The actual rate values for each element shall be the rates contained in that Party's own applicable access tariffs.

5.6.4. The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

5.6.5. As detailed in the MECAB document, the Parties will, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably, and promptly bill third Parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Arrangement. Each Party reserves the right to charge the other Party for the recording/processing functions it performs. Information shall be exchanged in Exchange Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

5.6.6. Meet-Point Billing shall also apply to all jointly provided MOU traffic bearing the 900, 800, and 888 NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an IXC. When PACIFIC performs 800 database queries, PACIFIC will charge the service provider for the database query in accordance with standard industry practices and applicable tariffs.

5.6.7. Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

5.6.8. Each Party will provide the other with the Switched Access detailed usage data within thirty (30) days of the end of the billing period. Each Party will provide to the other the Switched Access summary usage data within ten (10) working days after the date that a bill is rendered to the IXC by the initial Party. To the extent Pac-West provides PACIFIC with Access Usage Records, PACIFIC will compensate Pac-West on the same terms as Pac-West compensates PACIFIC. PACIFIC acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At Pac-West's request, PACIFIC will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

5.6.9. Errors may be discovered by Pac-West, the IXC or PACIFIC. Both PACIFIC and Pac-West agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery.

5.6.10. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon at least three (3), but no more than twelve (12) months of prior usage data, if available.

5.7. Maintenance of Service

5.7.1. A Maintenance of Service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

- (a) no trouble is found in the interconnection trunks; or
- (b) the trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
- (c) trouble clearance did not otherwise require dispatch and, upon dispatch requested for repair verification, the interconnection trunk did not exceed Maintenance Limits.

5.7.2. If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

5.7.3. Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates:

- (a) basic time;
- (b) overtime; or
- (c) premium time,

as defined for billing by PACIFIC in PACIFIC's revised tariff CPUC . No. 175-T and in Pac-West's Exchange tariff.

6. **TRANSMISSION AND ROUTING OF SWITCHED ACCESS TRAFFIC PURSUANT TO 251(C)(2)**

6.1. Scope of Traffic

Section Appendix ITR (Interconnection Trunking Requirements) attached to this Interconnection Agreement prescribes parameters for certain trunk groups (“Meet Point Trunks”) to be established over the Interconnections.

7. TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1. Reserved for Future Use

8. SIGNALING

8.1. The Parties will interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part (“ISUP”) for trunk signaling and Transaction Capabilities Application Part (“TCAP”) for CCS-based features in the interconnection of their networks. Either Party may establish CCS interconnections either directly and/or through a third party. Whether direct or by third party, CCS interconnection shall be pursuant to PUB L-780023-PB/NB. If CCS interconnection is established through a third party, the rates, terms, and conditions of the parties’ respective tariffs will apply. If CCS interconnection is established directly between Pac-West and PACIFIC, the rates, terms, and conditions of Appendix SS7 will apply.

8.2. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own End Users. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

8.3. CCS shall be used in conjunction with Meet Point Trunks; except multifrequency (“MF”) signaling will be used on a separate Meet Point Trunk Group to complete originating calls to Switched Access customers that use MF FGD signaling protocol. MF and CCS trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

8.4. Originating FGB calls delivered to PACIFIC’s tandem(s) shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving Access Tandem.

9. NUMBERING

9.1. Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party’s right to employ or to request and be assigned any North American Numbering Plan (“NANP”) number resources including, but not limited to, central office (“NXX”) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

9.2. At a minimum, in those areas where Pac-West intends to provide facilities-based local exchange service, Pac-West shall obtain at least one NXX per incumbent local exchange carrier rate center which is required to ensure compliance with the industry-approved Central Office Code NXX Assignment Guidelines (April, 1997) and the FCC's Second Report and Order in CC Docket 96-116 released August 18, 1997 (Local Number Portability).

9.3. Each Party agrees to make available via the LERG, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.

9.4. Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

9.5. Each Party is responsible to input required data into the Routing Data Base Systems ("RDBS") and into the Bellcore Rating Administrative Data Systems ("BRADS") or other appropriate system(s) necessary to update the Local Exchange Routing Guide ("LERG"), unless negotiated otherwise.

9.6. Upon the request of Pac-West, PACIFIC shall perform LERG input for Pac-West. Pac-West agrees to pay PACIFIC the sum of \$110 per NXX in exchange for PACIFIC's input of required data necessary to update the Local Exchange Routing Guide ("LERG") on Pac-West's behalf. PACIFIC shall not be liable for any losses or damages arising out of errors, defects, or failures associated with the input of Pac-West's data into the LERG.

9.7. Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the law, the Commission, the FCC, or a court.

9.8. NXX Migration

Where either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another.

10. RESALE — SECTIONS 251(B)(1); 251(C)(4); 252(D)(3); AND 271(C)(2)(B)(XIV)

10.1. Availability of PACIFIC Retail Telecommunications Services for Resale

PACIFIC shall offer to Pac-West for resale at wholesale rates its Telecommunications Services, as described in Section 251(c)(4) of the Act, pursuant to the terms and conditions of Appendix RESALE attached hereto and incorporated herein by this reference.

11. UNBUNDLED NETWORK ELEMENTS — SECTIONS 251(C)(3), 271(C)(2)(B)(II),(IV),(V),(VI),(X)

Pursuant to Appendix UNE, which is attached hereto and made a part hereof, PACIFIC will provide Pac-West access to Unbundled Network Elements for the provision of a telecommunication service as required by Sections 251 and 252 of the Act and in compliance with those portions of the FCC's First Report and Order in CC Docket No. 96-98 that are in effect, subject to any modifications on reconsideration, stay or appeal, under the terms and conditions described herein and in the Appendices hereto.

12. NOTICE OF CHANGES — SECTION 251(C)(5)

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Both Parties will comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, as may be amended from time to time. Both Parties agree to coordinate interconnection matters consistent with the requirements of the Americans with Disabilities Act (42 U.S.C. 12101) and with Sections 255 and 256 of the Act.

13. COLLOCATION — SECTION 251(C)(6)

13.1. PACIFIC shall provide to Pac-West Physical Collocation pursuant to Appendix PHYSICAL COLLOCATION which may be added by written amendment to this Agreement.

13.2. PACIFIC shall provide to Pac-West Virtual Collocation pursuant to Appendix NIM.

14. NUMBER PORTABILITY — SECTIONS 251(B)(2) AND 271(C)(2)(B)(XI)

The Parties shall provide Permanent Number Portability ("PNP") on a reciprocal basis. Pursuant to the provisions in the Act and the FCC's First Report and Order, and in accordance with the terms and conditions outlined in Appendix Number Portability, which is attached hereto and incorporated herein.

15. DIALING PARITY — SECTION 251(B)(3); 271(C)(2)(B)(XII); AND 271(E)(2)

15.1. The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

15.2. PACIFIC shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act and Section 8 of the Commission's regulations in Docket 97-2010.

16. ACCESS TO RIGHTS-OF-WAY — SECTION 251(B)(4) AND 271(C)(2)(B)(III)

Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it owns or controls, pursuant to Appendix ROW, in accordance with Section 224 of the Act on terms, conditions, and prices comparable to those offered to any other Telecommunications provider pursuant to each Party's applicable tariffs and/or standard agreements.

17. DATABASE ACCESS — SECTION 271(C)(2)(B)(X)

In accordance with Section 27 (c)(2)(B)(x) of the Act, PACIFIC shall provide Pac-West with nondiscriminatory access to databases and associated signaling necessary for call routing and completion. Access to PACIFIC's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB Service, LIDB Administrative System, 800, and AIN (refer to General Terms and Conditions, Section 46.7.2). When requesting access to databases not otherwise provided for in this Agreement, or appropriate interfaces, regardless of whether they constitute Unbundled Network Elements, Pac-West will use the Network Element Bona Fide Request process. This process is defined in Appendix UNE, which is attached hereto and incorporated herein by reference.

18. INTERCEPT REFERRAL ANNOUNCEMENTS

When an End User customer changes from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to the End User will provide a referral announcement on the abandoned telephone number. This announcement will provide details on the new number to be dialed to reach this customer. These arrangements will be provided reciprocally for the same period of time and under the same terms and conditions as either provides to its existing End User customers.

19. COORDINATED REPAIR CALLS

To avoid and minimize the potential for End User confusion, each Party shall inform their respective End Users of their respective repair bureau telephone number(s) to access such bureaus. In the event that either Party receives a misdirected repair call, the Parties agree to employ the following procedures for handling such calls:

(a) To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the End User will be provided the correct contact telephone number.

(b) In responding to repair calls, neither Party shall make disparaging remarks about the other, nor shall they use these repair calls as the basis for internal referrals, to solicit customers, or to market services, nor shall they initiate extraneous communications beyond the direct referral to the correct repair telephone number.

20. OTHER SERVICES 271(C)(B)(2)(VII) AND 271(C)(2)(B)(VIII)

20.1. White Pages

In accordance with Section 271(c)(2)(B)(viii) of the Act, PACIFIC will make nondiscriminatory access to White Pages service available under the terms and conditions of Appendix WP, attached hereto and incorporated by reference.

20.2. 911 and E911 Services

Pursuant to Section 271(c)(2)(B)(vii)(I) of the Act, PACIFIC will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of Appendix 911, attached hereto and incorporated by reference.

20.3. Directory Assistance (“DA”)

Pursuant to Section 271(c)(2)(B)(vii)(II) of the Act, PACIFIC will provide nondiscriminatory access to DA services under the terms and conditions identified in Appendix DA, attached hereto and incorporated by reference.

20.4. Operator Services

Pursuant to Section 271(c)(2)(B)(vii)(III) of the Act, PACIFIC shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in Appendix OS, attached hereto and incorporated by reference.

20.5. Hosting

At Pac-West’s request, PACIFIC shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from a CLEC for distribution to the appropriate billing and/or processing location or for delivery to a CLEC of such data via PACIFIC’s internal network or the nationwide CMDS network pursuant.

20.6. Signaling System 7 Interconnection

At Pac-West’s request, PACIFIC shall perform SS7 interconnection services for Pac-West pursuant to Appendix SS7, attached hereto and incorporated by reference.

20.7. Advanced Intelligent Network

One or more of the ILECs making up PACIFIC have deployed a set of AIN features and functionalities unique to the particular ILEC(s). As such, the AIN network architecture, methods of access and manner of provisioning are specific to that ILEC or those ILECs. Accordingly, any request for AIN access pursuant to this Agreement must be reviewed for technical feasibility, with all rates, terms, and conditions related to such request to be determined on an individual case basis and to be negotiated between the Parties. Upon request by Pac-West, and where technically feasible, PACIFIC will provide Pac-West with access to PACIFIC's Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions, and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

21. GENERAL RESPONSIBILITIES OF THE PARTIES

21.1. Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with PACIFIC's network as referenced in Bellcore's BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

21.2. Neither Party shall use any service related to or use any of the services or elements provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's End Users. Either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

21.3. Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

21.4. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

21.5. At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, and automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

21.5.1. Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

21.5.2. Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

21.5.3. If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

21.5.4. Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 21.5.7 through 21.5.7.03 of this Agreement.

21.5.5. The Parties agree that companies affording the insurance coverage required under Section 21 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

21.5.6. Each party must request from its insurance company a 30 day advance notice of insurance cancellation. If a Party receives notice of cancellation from its insurer, that Party shall immediately provide such notice to the other Party. The other Party must receive such notification within one (1) business day from the first Party's receipt of cancellation notification.

21.5.7. Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

21.5.7.1. The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

21.5.7.2. The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the

state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

21.5.7.3. The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

21.5.8. This Section 21.5 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

21.6. Unless otherwise stated, each Party will render a monthly bill to the other for service(s) provided hereunder. Remittance in full will be due within fifteen (15) days of that billing date. Interest shall apply on overdue amounts (other than disputed amounts which are subject to Section 30.12) at the rate specified in Section 30.12, unless otherwise specified in an applicable tariff. Each Party reserves the right to net delinquent amounts against amounts otherwise due the other.

21.7. PACIFIC participates at OBF to develop standardized methods and shall implement ordering and billing formats/processes consistent with industry guidelines as capabilities are deployed. Where such guidelines are not available or PACIFIC decides not to fully utilize industry guidelines, PACIFIC will provide Pac-West with information on its ordering and billing format/process and requirements at the earliest practicable time.

21.8. For the purposes of establishing provisioning and billing service to Pac-West, Pac-West is required to provide to PACIFIC its PACIFIC authorized and nationally recognized OCN for facilities-based business (interconnection and/or Unbundled Network Elements) in PACIFIC. Pac-West name associated with specific OCN must be consistent in PACIFIC.

21.9. Unless otherwise agreed, if the designated Party fails to file the jointly signed agreement with the Commission within thirty (30) days of both Parties signatures, then the signed agreement is null and no longer valid. If the contract becomes null, either Party can initiate negotiations to a new agreement.

22. EFFECTIVE DATE, TERM, AND TERMINATION

22.1. This Agreement shall be effective upon approval by the CPUC (the "Effective Date").

22.2. Except as otherwise provided in this Section, the term of this Agreement shall be three (3) years and shall commence upon the Effective Date. Absent the receipt by one Party ("Receiving Party") of written notice from the other Party 365 calendar days, but in no event less than 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in

full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 22.3, below. To the extent that the contract continues in effect beyond the three year date for any reason, during such period each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as the latter agreement becomes effective; provided however, the terms and conditions applying to services, UNEs, reciprocal compensation and interconnection beyond the three year date shall be governed by, and true-up to, the negotiated/arbitrated provisions that succeed the original three year term. Renegotiations shall commence no later than 45 days after the notice of nonrenewal and renegotiation is received by the Receiving Party.

22.3. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement after written notice thereof that disrupts the operation of either Party's network and/or End User service and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

22.4. If pursuant to Section 22.2, above, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Section 22.5, below. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 22.4 other than its obligations under Section 22.5, below.

22.5. Upon termination or expiration of this Agreement in accordance with this Section 22, above:

22.5.1. each Party shall comply immediately with its obligations set forth in Section 30.6, below; and

22.5.2. each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and

22.5.3. each Party's indemnification obligations shall survive.

22.6. No remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

22.7. Term for Certain Provisions Adopted from the Agreement between PACIFIC and MCI Metro Access Transmission Services, LLC.

22.7.1. The following Term shall apply only to the UNE Appendix and its associated rates, terms and conditions (and legitimately related terms) which CLEC sectionally adopted from the California Interconnection Agreement between PACIFIC and MCI Metro Access Transmission Services LLC, f/k/a MCI Metro Access Transmission Services, Inc. ("MCI") pursuant to California Rule 7 and Section 252(i)

of the Act which were incorporated into this Agreement as a result of CLEC's Advice Letter No. 162 filed on July 31, 2003. Specifically, this Term shall apply to all such sectionally adopted terms and conditions, including the following that are identified by PACIFIC as legitimately related: MCI Appendix UNE in its entirety; MCI Appendix Pricing, Sections 1, 4, 5 and 6; MCI Appendix Pricing Attachment A (Monthly Recurring Rates) and MCI Appendix Pricing Attachment B (Non-Recurring Rates including Sub-Loop Non-Recurring); the following MCI Appendix Definitions: Definitions for Central Office, customer, DSLAM, FCC, ISDN, Local Exchange Carrier, Local Service Provider, Network Element, Party, Remote Terminal, Service Control Point, Switch, Unbundled Network Element, Wire Center and Wireless Service Provider; (hereinafter referred to as the "UNE provisions"). The Term set forth below shall only apply to the aforementioned UNE provisions. With respect to the UNE provisions, the Term set forth below shall control and shall supersede the general Term language set forth hereinabove in Section 22 of this Agreement.

22.7.2. The UNE provisions incorporated into this Agreement pursuant to CLEC's sectional adoption of the UNE provisions from the MCI Agreement pursuant to Rule 7 and Section 252(i) of the Act shall expire on September 25, 2004 and, unless terminated pursuant to Section 22.7.3 below, shall continue in full force and effect until a successor agreement is reached by the Parties in accordance with the requirements set forth in Section 22.7.5 below.

22.7.3. Either Party may terminate this Agreement (as to the UNE provisions) in the event that the other Party fails to perform a material obligation or materially breaches a material term of this Agreement (as to the UNE provisions) and such failure or breach materially disrupts the operation of either Party's network and/or materially interferes with either Party's Customer service and fails to cure such material nonperformance or material breach within forty-five (45) days after written notice thereof.

22.7.4. Upon termination of this Agreement in accordance with this Section 22.7:

- (a) each Party shall continue to comply with its obligations under Section 30.6 (Non-Disclosure),
- (b) each Party shall promptly pay all amounts (including any late payment charges owed under this Agreement)
- (c) each Party's indemnification obligations shall survive.

22.7.5. If, upon termination of this Agreement other than pursuant to Section 22.7.3, the Parties are negotiating a successor agreement (or successor UNE provisions), during such period each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as a successor agreement becomes effective; provided, however, that if

the Parties are unable to reach agreement prior to the termination of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a successor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions, rates and charges stated herein will continue to apply, subject to a true-up based on the Commission action or the new agreement, if any.

22.7.6. Except as and to the extent set forth in this Agreement, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

23. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PACIFIC NOR PAC-WEST ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

Each Party will abide by applicable state or federal laws and regulations in obtaining End User authorization prior to changing End User's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. Pac-West shall make authorization available to PACIFIC upon request and at no charge. Only an End User can initiate a challenge to a change in its local exchange service provider. If an End User notifies PACIFIC or Pac-West that the End User requests local exchange service, the Party receiving such request shall be free to immediately provide service to such End User. When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the End User's authorized agent. Further, when an End User abandons the premise, PACIFIC is free to reclaim the unbundled network element facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

25. SEVERABILITY

25.1. The Parties negotiated the services, arrangements, Interconnection, terms, and conditions of this Agreement as a total arrangement and it is intended to be nonseverable, subject only to Section 30.16 of this Agreement.

25.2. In the event the Commission, the FCC, or a court rejects any portion or determines that any provision of this Agreement is contrary to law, or is invalid or unenforceable for any reason, the Parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion rejected or determined to be unlawful, invalid, or unenforceable. In such event, the Parties shall negotiate in good faith to replace the rejected, unlawful, invalid, or unenforceable provision and shall not discontinue service to the other Party during such period if to do so would disrupt existing service being provided to an End User. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

26. INTELLECTUAL PROPERTY

PACIFIC as the provider of the Unbundled Network Elements will provide all features, functions, and capabilities of the individual elements. PACIFIC will provide a list of all vendors/licensors applicable to the subject Unbundled Network Element(s) (which vendors have provided PACIFIC a software license) within seven (7) days of a request for such a list by Pac-West. PACIFIC agrees to use its best efforts to facilitate the obtaining of any necessary license or right to use agreement. PACIFIC makes no warranties, express or implied, concerning Pac-West's (or any third party's) rights with the respect to use of intellectual property (including without limitation, patent, copyright, and trade secret rights). PACIFIC reserves the right to amend the Intellectual Property provision of this Agreement to reflect the FCC ruling (and any appeal therefrom) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling.

27. INDEMNIFICATION

27.1. Except as otherwise provided herein or in specific appendices, each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such parties.

27.2. Except as otherwise provided herein or in specific appendices, and to the extent not prohibited by law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its

End User, contractors, or others retained by such parties, in connection with the indemnifying provision of services or functions under this Agreement.

27.3. In the case of any loss alleged or made by an End User of either Party, the Party whose End User alleged or made such loss (“Indemnifying Party”) shall defend and indemnify the other Party (“Indemnified Party”) against any and all such claims or loss by its End Users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or intentional misconduct of the other (“Indemnified”) Party.

27.4. Pac-West agrees to indemnify, defend, and hold PACIFIC harmless from any loss arising out of PACIFIC’s provision of 911 services to Pac-West or out of Pac-West’s End Users’ use of the 911 service, whether suffered, made, instituted, or asserted by Pac-West or its End Users, including for any personal injury or death of any person or persons, except for loss which is the direct result of PACIFIC’S own negligence or willful misconduct.

27.5. PACIFIC shall not be liable for damages to an End User’s premises resulting from the furnishing of unbundled elements, including the installation and removal of equipment and associated wiring, unless the damage is caused by PACIFIC’s negligence or willful misconduct. PACIFIC does not guarantee or make any warranty with respect to unbundled elements when used in an explosive atmosphere.

27.6. Each Party shall be indemnified, defended, and held harmless by the other Party against any loss arising from a Party’s use of services or elements provided under this Agreement involving:

- (a) tort claims, including claims for libel;
- (b) slander;
- (c) invasion of privacy; or
- (d) infringement of copyright arising from a Party’s own communications or the communications of its End Users.

This includes, but is not limited to, suits arising from disclosure of any customer-specific information associated with either the originating or terminating numbers used to provision unbundled elements provided hereunder or all other claims arising out of any act or omission of the End User in the course of using services or functions provided pursuant to this Agreement.

27.7. The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any loss identified in this Section or specific appendices. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits or demands for which the Indemnifying Party may be responsible under this Agreement. The Indemnified Party shall cooperate in every reasonable way to facilitate defense or settlement. The Indemnifying Party shall have the right to control

and conduct the defense and settlement of any action or claim subject to the consultation of the Indemnified Party. The Indemnifying Party shall not be responsible for any settlement unless the Indemnifying Party approved such settlement in advance and agrees to be bound by the settlement agreement.

27.8. Pac-West acknowledges that its right under this contract to interconnect with PACIFIC's network and to unbundle and/or combine PACIFIC's network elements (including combining with Pac-West's network elements) may be subject to or limited by intellectual property (including, without limitation, patent, copyright, and trade secret rights) and contract rights of third parties. It is the sole obligation of Pac-West to obtain any consents, authorizations, or licenses under intellectual property or proprietary rights held by third parties that may be necessary for its use of PACIFIC network facilities under this Agreement. PACIFIC hereby conveys no licenses to use such intellectual property rights and makes no warranties, express or implied, concerning Pac-West's (or any third party's) rights with respect to such intellectual property and contract rights, including, without limitation, whether such rights will be violated by such interconnection or unbundling and/or combining of elements (including combining with Pac-West's network elements) in PACIFIC's network. PACIFIC does not and shall not indemnify or defend, nor be responsible for indemnifying or defending Pac-West for any liability losses, claims, costs, damages, demand, penalties, or other expenses arising out of, caused by, or relating to Pac-West's interconnection with PACIFIC's network and unbundling and/or combining PACIFIC's network elements (including combining with Pac-West's network elements).

27.9. Pac-West agrees to indemnify and hold PACIFIC harmless from and against all liability, losses, claims, costs, damages, demand, penalties, or other expenses, including but not limited to costs of litigation and reasonable attorneys fees, arising out of, caused by, or relating to any real or potential claim, demand, or action that Pac-West's interconnection with PACIFIC's network, or Pac-West's use of services or functions offered hereunder, or unbundling and/or combining of PACIFIC's network elements (including combining with Pac-West's network elements) violates or infringes upon any intellectual property rights of any third party or constitutes a breach of contract. Pac-West shall notify PACIFIC in writing within ten (10) days after Pac-West receives notification of any claim or suit subject to this provision. PACIFIC shall undertake and control the defense and settlement of any such claim or suit and Pac-West shall cooperate fully with PACIFIC in connection herewith. In no event shall PACIFIC be liable for any consequential damages or loss of profits which Pac-West may suffer arising out of same.

27.10. Pac-West shall reimburse PACIFIC for damages to PACIFIC facilities utilized to provide unbundled elements hereunder caused by the negligence or willful act of Pac-West or resulting from Pac-West's improper use of PACIFIC facilities, or due to malfunction of any facilities or equipment provided by other than PACIFIC. Nothing in the foregoing provision shall be interpreted to hold one Pac-West liable for another local service provider or End User's actions. Upon reimbursement for damages, PACIFIC will cooperate with Pac-West in prosecuting a claim against the person causing such damage. Pac-West shall be subrogated to the right of recovery by PACIFIC for the damages to the extent of such payment.

28. LIMITATION OF LIABILITY

28.1. Except for indemnity obligations under this Agreement, or except as otherwise provided in specific appendices, each Party's liability to the other Party for any loss relating to or arising out of any negligent act or omission in its performance under this Agreement, whether in contract or tort, shall not exceed in total the amount PACIFIC or Pac-West has to or would have charged the other Party for the affected service(s) or function(s) which were not performed or were otherwise improperly performed.

28.2. Except for losses alleged or made by an End User of either Party, or except as otherwise provided in specific appendices, in the case of any loss alleged or made by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

28.3. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental, or punitive damages, including but not limited to, loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such third party.

29. REGULATORY APPROVAL

29.1. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the terms in this Agreement, to which they have agreed (*i.e.*, excluding arbitrated provisions) are not inconsistent with the specifically mentioned sections of the Act and are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

30. MISCELLANEOUS

30.1. Authorization

30.1.1. PACIFIC is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

30.1.2. Pac-West is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

30.2. Compliance and Certification

30.2.1. Each Party shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

30.2.2. Each Party warrants that it has obtained all necessary state certification required in those states in which it has ordered services from the other Party pursuant to this Agreement. Upon request by any state governmental entity, each Party shall provide proof of certification.

30.2.3. Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Law Enforcement Act ("CALEA"). Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities, and services fully comply with CALEA.

30.3. Law Enforcement

PACIFIC and Pac-West shall handle law enforcement requests as follows:

(a) Intercept Devices:

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

(b) Subpoenas:

If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the End User's service provider, in which case the Party will respond to any valid request.

(c) Emergencies:

If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for

an End User of the other Party by the receiving Party's switch, that Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims.

30.4. Independent Contractor

Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes, and other payroll taxes with respect to its employees, as well as any taxes, contributions, or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire, and otherwise control its employees.

30.5. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

30.6. Confidentiality

30.6.1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data:

(a) furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") dealing with customer-specific, facility-specific, or usage-specific information, other than customer information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or as otherwise mutually agreed upon; or

(b) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary"; or

(c) communicated orally and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) days after declaration to be “Confidential” or “Proprietary” (collectively referred to as “Proprietary Information”), shall remain the property of the Disclosing Party.

30.6.2. Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, or otherwise. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement.

30.6.3. Each Party shall keep all the other Party’s Proprietary Information confidential in the same manner in which it keeps its own Proprietary Information confidential, and shall use the other Party’s Proprietary Information only for performing the covenants contained in the Agreement and shall disclose such Proprietary Information only to those employees, contractors, agents or Affiliates who have a need to know. Neither Party shall use the other Party’s Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

30.6.4. Unless otherwise agreed, the obligations of confidentiality and nonuse set forth in the Agreement do not apply to such Proprietary Information that:

(a) was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party;

(b) is, or becomes publicly known through no wrongful act of the receiving Party;

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information;

(d) is independently developed by an employee, agent, or contractor of the Receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information;

(e) is disclosed to a third person by the Disclosing Party without similar restrictions on such third person’s rights;

(f) is approved for release by written authorization of the Disclosing Party;

(g) is required to be made public by the Receiving Party pursuant to applicable law or regulation provided that the Receiving Party shall provide

the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with Section 30.6 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain. Notwithstanding the foregoing, PACIFIC shall be entitled to disclose confidential information on a confidential basis to regulatory agencies upon request for information as to PACIFIC's activities under the Act.

30.6.5. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

30.6.6. Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

30.7. Governing Law

For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of California without reference to conflict of law provisions.

30.8. Taxes

30.8.1. Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

30.8.2. With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the

purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

30.8.3. With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

30.8.4. If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty, and interest.

30.8.5. If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

30.8.6. If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

30.8.7. To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products, and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost, or expense with respect to forbearing to collect such Tax.

30.8.8. With respect to any Tax or Tax controversy covered by this Section 30.8, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

30.8.8.1. All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 30.8 shall be sent in accordance with Section 30.14 hereof.

30.9. Non-Assignment

Each Party covenants that, if it sells or otherwise transfers to a third party its Telephone Exchange and Switched Access network facilities within any territory within which PACIFIC is an Incumbent Local Exchange Carrier ("PACIFIC's Territory") as of the date of this Agreement, or any portion thereof, to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prompt written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

30.10. Non-Waiver

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

30.11. Audits

Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

30.11.1. Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct an audit of the other Party to give assurances of compliance with the provisions of this Agreement; provided, that neither Party may request more than two (2) such audits within any twelve (12) month period. This includes on-site audits at the other Party's or the Party's vendor locations. Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age.

30.12. Disputed Amounts

30.12.1. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of:

- (a) one and one-half percent (1-1/2%) per month; or
- (b) the highest rate of interest that may be charged under applicable law.

30.13. Dispute Resolution.

30.13.1. Alternative to Litigation.

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

30.13.2. Informal Dispute Resolution Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve

any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit or agency proceeding without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration, agency proceeding or lawsuit.

30.13.3. Formal Dispute Resolution.

Subject to Section 30.7, if the Parties are unable to resolve the dispute through negotiations, then either Party may invoke the formal Dispute Resolution procedures described herein. Unless agreed among the Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency proceeding.

30.13.4. Arbitration.

If the negotiations do not resolve the dispute within sixty (60) business days of the initial written request, and both Parties agree to submit the dispute to Arbitration, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect except that the Parties may select an arbitrator outside AAA rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. The Parties shall mutually agree upon a discovery plan including the type and number of interrogatories and depositions allowed. If unable to agree on the discovery plan the Parties will ask the arbitrator to issue an arbitration plan consistent with the AAA rules. The arbitration hearing shall be commenced within sixty (60) business days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) business days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

30.13.5. Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Sections 30.13.2 and 30.13.3 directly and materially affects service to either Party's End Users, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration or other remedy proceeding shall be five (5) business days. When such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the AAA (i.e., rules 53 through 57) then in effect.

30.13.6. Costs.

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

30.13.7. Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and each Party shall continue to perform its obligations (including making payments in accordance with this Agreement).

30.13.8. No Conflict

The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement. In the event of any such conflict, the requirements of the Act or the Commission shall control.

30.14. Notices

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally; on the date receipt is acknowledged in writing by the recipient if delivered by regular mail; or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission as reflected in the facsimile confirmation sheet. "Business Day" shall mean Monday through Friday, PACIFIC/Pac-West holidays excepted. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section.

NOTICE CONTACT	PAC-WEST CONTACT	PACIFIC CONTACT
NAME/TITLE	Mart McCann	Contract Administration ATTN: Notices Manager
STREET ADDRESS	1776 West March Lane, Ste 250	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Stockton, CA 95207	Dallas, TX 75202-5398
TELEPHONE NUMBER	209 926-4224	NA
FAX NUMBER	209 926-4585	214-464-2006

30.15. Publicity and Use of Trademarks or Service Marks

30.15.1. The Parties agree not to use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

30.15.2. Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for commercial purposes without prior written approval.

30.16. Section 252(i) Obligations

If Pacific enters into an agreement (the "Other Agreement") approved by the Commission or FCC pursuant to Section 252 of the Act (regardless of whether the approved agreement was negotiated or arbitrated) which provides for the provision of any individual interconnection, service, or network element arrangement covered in this Agreement to another requesting Telecommunications Carrier, including an Affiliate, Pacific shall make available to Pac-West such individual interconnection, service, or network element arrangement upon the terms and conditions provided in the Other Agreement which are legitimately related to the purchase of the individual element being sought. Pac-West shall notify Pacific in writing of the terms and conditions which it desires to incorporate into this Agreement, and Pacific shall submit the request by advice letter to the Commission for approval within 30 days after such notice from Pac-West. At its sole option, Pac-West may also avail itself of the Other Agreement in its entirety. Nothing in this Section 30.16 is intended to or shall be construed to restrict in any manner any Party's rights pursuant to Section 252 of the Act or any regulations adopted thereunder.

30.17. Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

30.18. Intervening Law

This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of the results of arbitration by the California Public Utilities Commission. If the actions of the State of California or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction, including but not limited to the United States Supreme Court's decision in *AT&T Corp. v. Iowa Utilities Bd.*, 1999 WL 24568 (U.S.), and any remand thereof, invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of this Agreement, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency. In such event, the Parties shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement which must be included in a written amendment signed by both Parties.. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to *AT&T Corp. v. Iowa Utilities Bd.*, 1999 WL 24568 (U.S.), or the outcome of any remand thereof including its rights under this paragraph. Finally, whenever a tariffed rates is cited or quoted, it is understood that said cite incorporates any changes to said tariffs as required by the Telecommunications Act of 1996.

30.19. No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

30.20. No License

No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions, and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

30.21. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

30.22. Scope of Agreement

This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

30.23. Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Appendices, tariffs, and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals, and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified in writing signed by an officer of each Party.

PAC-WEST TELECOMM, INC.

**Pacific Bell Telephone Company d/b/a
SBC Pacific Bell Telephone Company
By SBC Telecommunication, Inc.
Its authorized agent**

Signature:_____

Signature:_____

Name:_____
(Print or Type)

Name:_____
(Print or Type)

Title:_____
(Print or Type)

Title: President – Industry Markets

Date:_____

Date:_____

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY¹ D/B/A SBC CALIFORNIA ("SBC California"), and CLEC ("CLEC") (collectively, the "Parties" as referenced in Attachment C) entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on September 19, 2002, the California Public Utilities Commission ("Commission") issued D. 02-09-049 adopting rate changes for certain Unbundled Network Elements ("UNEs") by increasing the shared and common cost markup percentage from 19% to 21% of the monthly recurring and the nonrecurring UNE costs and removing 13% from the expense portion of the monthly recurring UNE costs; and

WHEREAS, the implementation of the rate changes was stayed pending resolution of the actual adjustment amount (see, D. 03-07-023, Finding of Fact 2); and

WHEREAS, on July 10, 2003 ("Decision Effective Date"), the Commission issued D. 03-07-023 ("Decision") implementing the UNE recurring and nonrecurring rate changes adopted in D. 02-09-049 for certain UNEs and which, pursuant to the Decision, are deemed to have become effective on September 19, 2002 ("Rate Effective Date"); and

WHEREAS, the Decision ordered SBC California to file amendments to any interconnection agreements between itself and other carriers that contain UNE rates impacted by the Decision to implement the new recurring UNE rates ("Recurring UNE Rates") and nonrecurring UNE rates ("Nonrecurring UNE Rates") for those UNEs set forth in the Decision; and

WHEREAS, in the Decision, the Commission ordered SBC California to calculate the appropriate billing adjustments owed to or by interconnecting carriers and to ensure that these adjustments are reflected on SBC California's bills for the Recurring UNE Rates and Nonrecurring UNE Rates within sixty (60) days of the of the Decision Effective Date; and

WHEREAS, as set forth in Appendix A to the Decision, the Recurring UNE Rates for the Statewide Average Basic and Assured 2-wire Analog Loop, the Deaveraged Basic and Assured 2-wire Analog Loop (collectively "Loops") and the Recurring UNE Rates for unbundled Switching, including Port, Switch Features, and Switch Usage (collectively "Switching") rates are interim pending the Commission's decision on final rates and, therefore, will be subject to true-up retroactive to September 19, 2002 upon the effective date of the Commission's decision establishing final rates in CPUC Proceeding A.01-02-024 et seq., and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date")².

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between SBC California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

NOW THEREFORE the Parties agree as follows:

- I. The Recurring UNE Rates which are set forth in Appendix A to this Amendment and incorporated herein by this reference, shall hereby replace any monthly recurring UNE rates for corresponding UNEs in the underlying Agreement, subject to the other terms and conditions set forth herein.³ The Recurring UNE Rates for the Statewide Average Basic and Assured 2-wire Analog Loop, the Deaveraged Basic and Assured 2-wire Analog Loop (collectively "Loop" or "Loops") and the Recurring UNE Rates for unbundled Switching, including Port, Switch Features, and Switch Usage rates ("Switching"), are interim, subject to true-up, pending the Commission's decision on final rates, as more specifically set forth below in Paragraph II below. All of the other Recurring UNE Rates set forth on Appendix A are deemed to have become effective between the Parties on the Rate Effective Date and are final rates for purposes of this Agreement which are not subject to further adjustment unless otherwise agreed by the Parties or as otherwise expressly mandated.
- II. The interim Recurring UNE Rates set forth herein for Loops and/or Switching will automatically terminate and be replaced with final Loop and/or Switching Recurring rates as of the effective date of a final decision by the Commission approving final Loops and/or Switching Recurring rates in CPUC Proceeding No. A. 01-02-024/A.01-02-035, *et. seq* (the Commission's UNE Reexamination proceeding for Pacific Bell Telephone Company), subject to any appeals and associated review. Upon the Commission's establishment of final rates for Loops and/or Switching in Commission Proceeding No. A.01-02-024 *et. seq.*, the interim, Recurring UNE Rates for the Loops and/or Switching set forth herein shall be subject to retroactive true-up back to September 19, 2002, as to any Loops and/or Switching that CLEC had in service during such true-up period, if any.
- III. The Nonrecurring UNE Rates which are set forth in Appendix B to this Amendment, which are incorporated herein by this reference, shall hereby replace any Nonrecurring UNE rates for corresponding UNEs in the underlying Agreement. The Nonrecurring UNE rates set forth on Appendix B are deemed to have become effective between the Parties on the Rate Effective Date and are final rates for purposes of this Agreement which are not subject to further adjustment unless otherwise agreed by the Parties or as otherwise expressly mandated.
- IV. In accordance with the Decision, SBC California will calculate the appropriate billing adjustments owed to or by CLEC from the Decision Effective Date, back to the Rate Effective Date for the Recurring UNE Rates and Nonrecurring UNE Rates, and will ensure that those adjustments are reflected on SBC California's bills within sixty (60) days of the Decision Effective Date.
- V. To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in Appendices A and B to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).
- VI. To the extent any rates in the underlying Agreement differ from the rates on which the new Recurring and Non-recurring UNE Rates in D. 03-07-023 were based, the rates(s) set forth in the Agreement shall continue to apply without change.
- VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States

³ CLECs must lock in either the statewide average loop rate for all loops provided for in their Agreement, regardless of zone, or the deaveraged loop rates based on established zones for all loops provided for in their Agreement. CLECs may not use both rate structures.

Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; and/or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- VIII. The Parties acknowledge and agree that the rates set forth in this Amendment are each legitimately related to, conditioned on, and in consideration for, every other term and condition in this Amendment.
- IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- X. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective as to CLEC and SBC California on the Amendment Effective Date; provided, however, as to CLEC and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-IV above, subject to Footnote 1, where applicable).

Appendix A

Adopted Rates

<u>Link</u>	<u>Adopted UNE Price</u> ¹	<u>Interim Discount</u> ²	<u>Interim UNE Price</u> ³
Basic or Assured Link (2-wire)	\$ 11.57	15.1%	\$ 9.82
Zone 1	\$ 9.71	15.1%	\$ 8.24
Zone 2	\$ 13.17	15.1%	\$ 11.19
Zone 3	\$ 23.19	15.1%	\$ 19.69
PBX Trunk Option	\$ 2.21		
Zone 1	\$ 2.26		
Zone 2	\$ 2.19		
Zone 3	\$ 1.89		
Coin Option	\$ 2.98		
Zone 1	\$ 3.04		
Zone 2	\$ 2.95		
Zone 3	\$ 2.54		
ISDN Option	\$ 4.51		
Zone 1	\$ 4.37		
Zone 2	\$ 4.73		
Zone 3	\$ 5.05		
Digital - 1.544 Mbps (DS1)	\$ 93.91		
Zone 1	\$ 89.68		
Zone 2	\$ 97.78		
Zone 3	\$ 119.40		
4-Wire - Link	\$ 36.27		
Zone 1	\$ 32.62		
Zone 2	\$ 39.46		
Zone 3	\$ 58.93		
4-Wire - CO Facility Interface Connection	\$ 15.15		
<u>Entrance Facilities</u>			
Voice Grade (2W)	\$ 22.75		
Voice Grade (4W)	\$ 45.49		
DS1	\$ 152.57		
DS3	\$ 1,865.32		
DS3 (w/o equip)	\$ 733.47		
<u>Multiplexing</u>			
DS0/DS1	\$ 259.83		
DS1/DS3	\$ 292.69		
<u>Digital Cross Connect System (DCS) - Multiplexing</u>			
DS0/DS1 per channel	\$ 10.83		
DS1/DS3 per channel	\$ 10.45		

¹ These prices reflect a 21% shared and common cost markup and a 13% decrease in the expense portion of the recurring cost, in compliance with D.02-09-049. The rates in this column apply unless an interim discount was adopted in D.02-05-042 or D.02-09-052.

² Interim Discounts as adopted in D.02-05-042 and D.02-09-052, where applicable.

³ The rates in this column apply to those UNEs for which an interim discount was adopted.

	<u>Adopted UNE</u> <u>Price</u> ¹	<u>Interim</u> <u>Discount</u> ²	<u>Interim</u> <u>UNE Price</u> ³
Switching			
Ports			
2-Wire Port	\$ 2.72	69.4%	\$ 0.83
Coin Port	\$ 3.66	69.4%	\$ 1.12
Centrex Port	\$ 4.21	69.4%	\$ 1.29
DID Port	\$ 4.11	69.4%	\$ 1.26
DID Number Block	\$ 0.96	69.4%	\$ 0.29
ISDN Port	\$ 13.93	69.4%	\$ 4.26
DS1	\$ 20.63		
Switch Features			
Call Forwarding Variable	\$ 0.52	69.4%	\$ 0.16
Busy Call Forwarding	\$ 0.51	69.4%	\$ 0.16
Delayed Call Forwarding	\$ 0.51	69.4%	\$ 0.16
Call Waiting	\$ 0.51	69.4%	\$ 0.16
Three Way Calling	\$ 0.52	69.4%	\$ 0.16
Call Screen	\$ 0.58	69.4%	\$ 0.18
Message Waiting Indicator	\$ 0.51	69.4%	\$ 0.16
Repeat Dialing	\$ 0.61	69.4%	\$ 0.19
Call Return	\$ 0.61	69.4%	\$ 0.19
Call Forward Busy/Delay	\$ 0.51	69.4%	\$ 0.16
Speed Calling 8	\$ 0.51	69.4%	\$ 0.16
Speed Calling 30	\$ 0.51	69.4%	\$ 0.16
Intercom	\$ 0.57	69.4%	\$ 0.17
Intercom Plus	\$ 0.57	69.4%	\$ 0.17
Remote Access to Call Forwarding	\$ 0.54	69.4%	\$ 0.17
Direct Connect - Shared	\$ 0.51	69.4%	\$ 0.16
Direct Connect - Unshared	\$ 0.51	69.4%	\$ 0.16
Select Call Forwarding	\$ 0.54	69.4%	\$ 0.17
Call Trace	\$ 0.52	69.4%	\$ 0.16
Speed Call 6	\$ 0.51	69.4%	\$ 0.16
Call Restriction	\$ 0.84	69.4%	\$ 0.26
Distinctive Ringing	\$ 0.51	69.4%	\$ 0.16
Directed Call Pickup	\$ 0.52	69.4%	\$ 0.16
WATS Access per Port	\$ 0.51	69.4%	\$ 0.16
WATS Access per Group	\$ 1.69	69.4%	\$ 0.52
Caller I. D.	\$ 0.68	69.4%	\$ 0.21
Caller I. D. Blocking	\$ 0.53	69.4%	\$ 0.16
Call Hold	\$ 0.51	69.4%	\$ 0.16
Remote Call Forwarding	\$ 0.92	69.4%	\$ 0.28
Hunting	\$ 0.26	69.4%	\$ 0.08
DNCF	\$ 0.95	69.4%	\$ 0.29
Switch Usage			
Interoffice - Originating			
Setup per Attempt	\$ 0.00572	69.4%	\$ 0.00175
Holding Time Per MOU	\$ 0.00179	69.4%	\$ 0.00055
Interoffice - Terminating			
Setup per Call	\$ 0.00678	69.4%	\$ 0.00208
Holding Time Per MOU	\$ 0.00181	69.4%	\$ 0.00055

	<u>Adopted UNE Price ¹</u>	<u>Interim Discount ²</u>	<u>Interim UNE Price ³</u>
Intraoffice			
Setup per Call	\$ 0.01299	69.4%	\$ 0.00397
Holding Time Per MOU	\$ 0.00350	69.4%	\$ 0.00107
Tandem Switching (associated with Shared Transport)			
Setup per Attempt	\$ 0.00074	79.3%	\$ 0.00015
Setup per Completed Message	\$ 0.00112	79.3%	\$ 0.00023
Holding Time Per MOU	\$ 0.00065	79.3%	\$ 0.00013
Tandem Switching (originally called "Overflow")			
Setup per Attempt	\$ 0.00546	79.3%	\$ 0.00113
Setup per Completed Message	\$ 0.00941	79.3%	\$ 0.00195
Holding Time Per MOU	\$ 0.00553	79.3%	\$ 0.00114
Trunk Port Termination			
End Office Termination	\$ 20.63	69.4%	\$ 6.31
Tandem Termination	\$ 140.03	79.3%	\$ 28.99
<u>Interoffice Transmission Facilities</u>			
Switched Transport - Shared			
Fixed Mileage per MOU	\$ 0.00120		
Variable Mileage per MOU per Mile	\$ 0.00002		
Switched Transport - Shared - Overflow			
Fixed Mileage per MOU	\$ 0.01084		
Variable Mileage per MOU per Mile	\$ 0.00002		
Switched Transport - Common			
Fixed Mileage per MOU	\$ 0.00127		
Variable Mileage per MOU per Mile	\$ 0.00002		
Dedicated Transport - Voice Grade			
Fixed Mileage	\$ 3.05		
Variable Mileage per Mile	\$ 0.19		
Dedicated Transport - DS1			
Fixed Mileage	\$ 32.15		
Variable Mileage per Mile	\$ 1.87		
Dedicated Transport - DS 3			
Fixed Mileage	\$ 375.36		
Variable Mileage per Mile	\$ 36.32		
<u>Expanded Interconnection Service Cross Connect (EISCC)</u>			
Voice Grade/ISDN			
EISCC	\$ 0.40		
Jack Panel	\$ 1.68		
DS0			
EISCC	\$ 25.20		
Jack Panel	\$ 5.41		
DS1			
EISCC	\$ 16.29		
Jack Panel	\$ 2.35		
Repeater	\$ 23.87		
DS3			
EISCC	\$ 46.44		
Jack Panel	\$ 26.20		
Repeater	\$ 102.89		

	<u>Adopted UNE Price ¹</u>	<u>Interim Discount ²</u>	<u>Interim UNE Price ³</u>
<u>White Page Listings</u>			
CLEC Listing	\$		0.36
<u>Operator Services</u>			
Directory Assistance per call	\$		0.36
Operator Services per Work Second	\$		0.03
<u>SS7</u>			
STP Port	\$		266.11
<u>SS7 Links</u>			
<u>Voice Grade</u>			
Fixed Mileage	\$		3.05
Variable Mileage per Mile	\$		0.19
<u>DS1</u>			
Fixed Mileage	\$		32.15
Variable Mileage per Mile	\$		1.87
<u>Unbundled Loops provided over DLC to an Entrant as a Digital Facility</u>			
per Digital Facility	\$		24.28
per Voice Line Activated	\$		5.65
<u>Data Base Query</u>			
800 Database - per Query	\$		0.00213
Line Identifier Database (LIDB) - per Query	\$		0.00252
<u>Dark Fiber</u>			
Dark Fiber -Interoffice per strand	\$		11.10
Dark Fiber - Interoffice per foot	\$		0.00017
Dark Fiber Loop - CO to Customer Prem-per strand	\$		10.98
Dark Fiber Loop - CO to Customer, per foot	\$		0.00011
Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	\$		10.98
Dark Fiber Subloop - CO to CEV/Hut/RT per foot	\$		0.00011
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	\$		10.98
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot	\$		0.00011
Dark Fiber Cross Connect - Interoffice	\$		6.85
Dark Fiber Cross Connect - Loop/Subloop	\$		6.85
Dark Fiber Cross Connect - Subloop	\$		6.85

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS								
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)			Revised Channel Connection (Provisioning and Maintenance)		
	Connect	Disconnect	Change	Connect	Disconnect	Change
CROSS CONNECT						
EISCC - BASIC VG/ISDN - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DIGITAL CROSS CONNECT SERVICE - DCS						
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	\$4.12	\$4.12	\$0.00	\$81.47	\$36.74	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$81.47	\$36.74	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	\$4.12	\$4.12	\$0.00	\$85.58	\$36.93	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$85.58	\$36.93	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	\$72.59	\$54.92	\$57.54	\$52.95	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	\$45.66	\$26.50	\$28.80	\$24.30	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMPLX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	\$72.59	\$54.92	\$57.54	\$52.95	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	\$45.66	\$26.50	\$28.80	\$24.30	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	\$57.47	\$52.42	\$52.99	\$50.37	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	\$30.24	\$24.34	\$24.92	\$22.41	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$2.70	\$3.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.94	\$2.70	\$3.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
FEATURES, IN ADDITION TO SELECTED PORT								
CENTREX STATION FEATURES - INITIAL (MAN/FAX	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX -	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SI	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	\$3.29	\$0.00	\$47.31	\$0.00	\$21.63	\$15.87	\$21.63	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$21.63	\$15.87	\$21.63	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$21.63	\$15.87	\$21.63	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SI	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - S	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMF	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) DEDICATED TRUNK TRANSPORT								
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - COM	\$73.97	\$45.66	\$0.00	\$43.19	\$68.76	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESR/LEX - COM	\$47.43	\$19.13	\$0.00	\$15.02	\$68.76	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$68.76	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX -	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZED	\$0.00	\$0.00	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - CC	\$73.97	\$45.66	\$0.00	\$43.19	\$68.38	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESR/LEX COMPL	\$47.43	\$19.13	\$0.00	\$15.02	\$68.38	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$68.38	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX -	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZED	\$0.00	\$0.00	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$45.66	\$0.00	\$43.19	\$63.09	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	\$47.43	\$19.13	\$0.00	\$15.02	\$63.09	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$63.09	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPI	\$5.76	\$2.47	\$0.00	\$0.00	\$40.72	\$13.88	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLE	\$5.76	\$2.47	\$0.00	\$0.00	\$40.72	\$13.88	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$40.72	\$13.88	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) ENTRANCE FACILITY								
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$70.03	\$44.51	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.62	\$0.00	\$15.02	\$70.03	\$44.51	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$70.03	\$44.51	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$40.14	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$40.14	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.39	\$40.14	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$116.83	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	\$47.43	\$22.62	\$0.00	\$15.02	\$116.83	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$116.83	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLE	\$5.76	\$2.47	\$0.00	\$0.00	\$75.85	\$38.83	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$75.85	\$38.83	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$75.85	\$38.83	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$70.26	\$45.54	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.62	\$0.00	\$15.02	\$70.26	\$45.54	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$70.26	\$45.54	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPL	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$39.04	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLE)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$39.04	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.39	\$39.04	\$0.00	\$0.00
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$22.22	\$7.69	\$0.00	\$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.62	\$0.00	\$15.02	\$22.22	\$7.69	\$0.00	\$0.00
VOICE GRADE - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$22.22	\$7.69	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$9.52	\$5.11	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$9.52	\$5.11	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.52	\$5.11	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

LINK	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	\$35.68	\$21.93	\$24.40	\$19.94	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLE	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LOCAL SWITCHING CAPABILITY, SWITCHING PORT								
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$52.42	\$48.54	\$48.54	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	\$24.24	\$20.37	\$20.77	\$14.19	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$7.95	\$4.16	\$0.04	\$0.00
CENTREX PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$7.95	\$4.16	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX SYSTEM ESTABLISH (NO SERVICE ORDER)	\$0.00	\$0.00	\$0.00	\$0.00	\$27.17	\$15.87	\$27.17	\$0.00
COIN PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$52.42	\$48.54	\$48.54	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
COIN PORT - INITIAL (CESAR/LEX - SIMPLE)	\$24.24	\$20.37	\$20.77	\$14.19	\$7.95	\$4.16	\$0.04	\$0.00
COIN PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.95	\$4.16	\$0.04	\$0.00
COIN PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
COIN PORT - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
COIN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$28.18	\$18.53	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$28.18	\$18.53	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$28.18	\$18.53	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$20.37	\$11.93	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$20.37	\$11.93	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$20.37	\$11.93	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$19.83	\$11.89	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$19.83	\$11.89	\$0.04	\$0.00
ISDN PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$19.83	\$11.89	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
NETWORK INTERFACE DEVICE (NID)								
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPL	\$47.31	\$0.00	\$0.00	\$0.00	\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLI	\$18.03	\$0.00	\$0.00	\$0.00	\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/F.	\$47.31	\$0.00	\$0.00	\$0.00	\$61.33	\$0.00	\$0.00	\$0.00
SIMPLE/COMPLEX)								
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX	\$18.03	\$0.00	\$0.00	\$0.00	\$61.33	\$0.00	\$0.00	\$0.00
(SIMPLE/COMPLEX))								
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZI	\$0.16	\$0.00	\$0.00	\$0.00	\$61.33	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANU	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
SIMPLE/COMPLEX)								
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
(SIMPLE/COMPLEX))								
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECH,	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$167.45	\$55.12	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$125.41	\$44.46	\$0.00	\$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/F/	\$81.38	\$54.71	\$0.00	\$45.66	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX	\$55.66	\$29.00	\$0.00	\$19.95	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZE	\$0.50	\$0.50	\$0.00	\$0.50	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANU,	\$3.29	\$0.82	\$0.00	\$0.00	\$81.51	\$23.53	\$0.00	\$0.00
COMPLEX)								
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR	\$3.29	\$0.82	\$0.00	\$0.00	\$81.51	\$23.53	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECH/	\$0.00	\$0.00	\$0.00	\$0.00	\$81.51	\$23.53	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL	\$81.38	\$54.71	\$0.00	\$45.66	\$105.43	\$30.74	\$0.00	\$0.00
COMPLEX)								
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/I	\$55.66	\$29.00	\$0.00	\$19.95	\$105.43	\$30.74	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHAN	\$0.50	\$0.50	\$0.00	\$0.50	\$105.43	\$30.74	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL	\$3.29	\$0.82	\$0.00	\$0.00	\$80.17	\$23.53	\$0.00	\$0.00
SYSTEM (MANUAL/FAX - COMPLEX)								
TANDEM TERMINATION (PER DS1) - ADDITIONAL	\$3.29	\$0.82	\$0.00	\$0.00	\$80.17	\$23.53	\$0.00	\$0.00
SYSTEM (CESAR/LEX - COMPLEX)								
TANDEM TERMINATION (PER DS1) - ADDITIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$80.17	\$23.53	\$0.00	\$0.00
SYSTEM (MECHANIZED)								

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

September 9, 2003

U 1001 C
Advice Letter No. 24090A

Public Utilities Commission of the State of California

On August 11, 2003, SBC California filed Advice Letter No. 24090 in compliance with Ordering Paragraph 2 of Decision 03-07-023

This supplement is now being issued to:

Delete the word "IDSL" after the Recurring Rate for the Digital - 1.544 MBPS (DS1) Link and add the word "IDSL" after ISDN Option in Appendix A, page 1.

Add an asterisk after "IDSL" and add a footnote at the bottom of the page to state "The IDSL rates are calculated by adding the interim 2-Wire Analog (Basic) Loop rates to the ISDN Option rates" in Appendix A, page 1.

Delete the asterisks after the rates for Digital DS1 Copper - Initial (Manual/Fax-Complex), Digital DS1 Copper - Initial (Cesar/Fax-Complex); Digital DS1 Copper - Initial (Mechanized), Digital DS1 Copper - Additional (Manual/Fax-Complex) Digital DS1 Copper - Additional (Cesar/Fax-Complex); Digital DS1 Copper - Additional (Mechanized) in Appendix B, page 7.

Delete the footnote at the bottom of the page which states "*** Includes 2-Wire Digital Loop ISDN/IDSL" in Appendix B, page 7.

Add two asterisks each after the rates for ISDN Link - Initial (Manual/Fax-Complex), ISDN Link - Initial (Cesar/Fax-Complex); ISDN Link - Initial (Mechanized), ISDN Link - Additional (Manual/Fax-Complex) ISDN Link - Additional (Cesar/Fax-Complex); ISDN Link - Additional (Mechanized) in Appendix B, page 7.

Add a footnote stating "***This rate also applies to 2-Wire Digital Loop ISDN/IDSL" to Appendix B, page 7.

Correct the amendment numbers for the following carriers:

AT&T Broadband	Amendment No. 4
Brooks Fiber Communications	Amendment No. 3
Creative Interconnect	
Communications, LLC	Amendment No. 8
ICG Telecom Group, Inc.	Amendment No. 11

In compliance with G.O. 96-A, copies of this supplement are being mailed to all LECs and to other interested parties requesting such notification. Also in compliance, we are mailing copies to parties on the service list for Resolution ALJ-181, R.93-04-003/I.93-04-002/R.95-04-043/I.95-04-044 (service list attached). We are also mailing a copy to each customer named in the Amendment (address list attached). In addition, we are sending an e-mail copy to parties as requested. This supplement with attachments may be viewed on SBC California's Web-Site <https://net.sbc.com/calreg/>. If there are any questions regarding distribution, call 415-542-3350.

Yours truly,

SBC California

(Signature on File)

Executive Director

Attachments

Appendix A Adopted Rates

<u>Link</u>	<u>Adopted UNE Price¹</u>	<u>Interim Discount²</u>	<u>Interim UNE Price³</u>
Basic or Assured Link (2-wire), xDSL	\$ 11.57	15.1%	\$ 9.82
Zone 1	\$ 9.71	15.1%	\$ 8.24
Zone 2	\$ 13.17	15.1%	\$ 11.19
Zone 3	\$ 23.19	15.1%	\$ 19.69
PBX Trunk Option	\$ 2.21		
Zone 1	\$ 2.26		
Zone 2	\$ 2.19		
Zone 3	\$ 1.89		
Coin Option	\$ 2.98		
Zone 1	\$ 3.04		
Zone 2	\$ 2.95		
Zone 3	\$ 2.54		
ISDN Option, ISDL *	\$ 4.51		
Zone 1	\$ 4.37		
Zone 2	\$ 4.73		
Zone 3	\$ 5.05		
Digital - 1.544 Mbps (DS1)	\$ 93.91		
Zone 1	\$ 89.68		
Zone 2	\$ 97.78		
Zone 3	\$ 119.40		
4-Wire - Link, xDSL	\$ 36.27		
Zone 1	\$ 32.62		
Zone 2	\$ 39.46		
Zone 3	\$ 58.93		
4-Wire - CO Facility Interface Connection	\$ 15.15		
<u>Entrance Facilities</u>			
Voice Grade (2W)	\$ 22.75		
Voice Grade (4W)	\$ 45.49		
DS1	\$ 152.57		
DS3	\$ 1,865.32		
DS3 (w/o equip)	\$ 733.47		
<u>Multiplexing</u>			
DS0/DS1	\$ 259.83		
DS1/DS3	\$ 292.69		
<u>Digital Cross Connect System (DCCS) - Multiplexing</u>			
DS0/DS1 per channel	\$ 10.83		
DS1/DS3 per channel	\$ 10.45		

¹ These prices reflect a 21% shared and common cost markup and a 13% decrease in the expense portion of the recurring cost, in compliance with D.02-09-049. The rates in this column apply unless an interim discount was adopted in D.02-05-042 or D.02-09-052.

² Interim Discounts as adopted in D.02-05-042 and D.02-09-052, where applicable.

³ The rates in this column apply to those UNEs for which an interim discount was adopted.

*The ISDL rates are calculated by adding the interim 2-Wire Analog (Basic) Loop rates to the interim ISDN Option rates.

Appendix B

Non-Recurring charges for SBC - Pacific

Revised Service Order (Providing, Ordering and Billing)				Revised Channel Connection (Providing and Maintenance)			
Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record

4 WIRE - INITIAL (MANUAL/FAX - COMPLEX), XDSL (4 wire)	\$64.12	\$50.74	\$53.98	\$48.30	\$29.32	\$10.58	\$11.59
4 WIRE - INITIAL (CESARLEX - COMPLEX), XDSL (4 wire)	\$36.68	\$21.93	\$24.40	\$19.94	\$29.32	\$10.58	\$11.59
4 WIRE - INITIAL (MECHANIZED), XDSL (4 wire)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESARLEX - COMPLEX)XDSL 4W	\$3.75	\$3.70	\$1.97	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED), XDSL (4 wire)	\$0.00	\$0.00	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - INITIAL (MANUAL/FAX - SIMPLE)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.97	\$8.68	\$15.69
4 WIRE - INITIAL (CESARLEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.97	\$8.68	\$15.69
4 WIRE - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.97	\$8.68	\$15.69
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00
ASSURED - ADDITIONAL (CESARLEX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.97	\$8.68	\$15.69
BASIC - INITIAL (MANUAL/FAX - SIMPLE), XDSL (2 wire)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.97	\$8.71	\$15.76
BASIC - INITIAL (CESARLEX - SIMPLE), XDSL (2 wire)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.87	\$8.71	\$15.76
BASIC - INITIAL (MECHANIZED), XDSL (2 wire)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.87	\$8.71	\$15.76
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE), XDSL 2W	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00
BASIC - ADDITIONAL (CESARLEX - SIMPLE), XDSL 2W	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00
BASIC - ADDITIONAL (MECHANIZED), XDSL (2 wire)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.87	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESARLEX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$106.35	\$13.67	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$106.35	\$13.67	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESARLEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$106.35	\$13.67	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESARLEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$110.38	\$17.67	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$110.38	\$17.67	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$110.38	\$17.67	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESARLEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$62.03	\$14.92	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)**	\$64.12	\$50.74	\$53.98	\$48.30	\$18.86	\$8.71	\$15.76
ISDN LINK - INITIAL (CESARLEX - COMPLEX)**	\$35.68	\$21.93	\$24.40	\$19.94	\$18.86	\$8.71	\$15.76
ISDN LINK - INITIAL (MECHANIZED)**	\$0.16	\$0.16	\$0.16	\$0.00	\$18.86	\$8.71	\$15.76
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)**	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00
ISDN LINK - ADDITIONAL (CESARLEX - COMPLEX)**	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)**	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.78	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

** This rate also applies to 2-Wire Digital Loop ISDN / IDSL

**ATTACHMENT B
TO THE SETTLEMENT AGREEMENT DATED JULY 28, 2004
BY AND BETWEEN
PAC-WEST TELECOMM, INC AND PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
VIRTUAL BILLING OPTION AMENDMENT NO. ____**

This Virtual Billing Option Amendment is between SBC Telecommunications, Inc on behalf of and as agent for Pacific Bell Telephone Company d/b/a SBC California ("SBC California") and Pac-West Telecomm, Inc. ("Pac-West"), (collectively, the "Parties").

WHEREAS, Pac-West and SBC California entered into an interconnection agreement ("ICA" or "Agreement") pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") for the state of California that was approved by the California Public Utilities Commission ("CPUC") and became effective May 15, 2003;

WHEREAS, pursuant to Section 3.2 of the Appendix NIM in the ICA, Pac-West must either pay SBC California for certain long haul charges or avoid such charges by moving its Points of Interconnection ("POIs") to interconnect with SBC California at SBC California tandem(s); and

WHEREAS, Pac-West has requested and SBC California has agreed to develop a virtual billing option based on the unique facts and circumstances of Pac-West's existing network architecture in the state of California along with the unique business concerns and implementation issues that have arisen since the effective date of the ICA.

1.0 DEFINITIONS

1.1 SBC Communications, Inc. (SBC) means the holding company which owns the following ILEC: Pacific Bell Telephone Company d/b/a SBC California.

1.2 As used herein, **SBC CALIFORNIA** means the applicable above listed ILEC doing business in California.

1.3 **"Proposed Network"** means the network of Interconnection facilities that Pac-West would need to obtain between the Point(s) of Interconnection ("POIs") physically existing on July 1, 2004 and the POIs that would have been established at SBC California's Bakersfield, Eureka, Santa Rosa, Santa Clara, Sunnyvale and Redding tandems to avoid the imposition of long haul charges pursuant to Section 3.2 of the Appendix NIM of the ICA. Subject to Section 3.4, of this Virtual Bill Amendment, the capacity of the Proposed Network serving the Bakersfield, Eureka, Santa Rosa, Santa Clara, Sunnyvale and Redding tandems will be equal to the capacity of the facilities provided by **SBC CALIFORNIA** in place on July 1, 2004 for Pac-West's Interconnection trunks.

1.4 **"Existing Network"** means **SBC CALIFORNIA**'s network of Interconnection facilities between **SBC CALIFORNIA** and Pac-West serving the Bakersfield, Eureka, Santa Rosa, Santa Clara, Sunnyvale and Redding tandems as of July 1, 2004. This network may be modified by Pac-West in accordance with Section 3.4 below.

2.0 SCOPE OF AMENDMENT

2.1 The Recitals are hereby incorporated into and made part of this Amendment.

2.2 This Amendment is intended to allow the Parties to avoid the operational costs of migrating interconnected traffic off the Existing Network's SBC CALIFORNIA common transport facilities used for transport of Pac-West interconnection traffic onto interconnection facilities dedicated to Pac-West on the Proposed Network.

3.0 PROVISIONS REGARDING RETENTION OF EXISTING NETWORK FOR INTERCONNECTION

3.1 The Parties recognize that Pac-West and SBC CALIFORNIA have an Existing Network of interconnection facilities in place prior to July 1, 2004 in California in which SBC CALIFORNIA is the ILEC. The Parties have mutually agreed to continue to use the Existing Network rather than physically migrate those facilities to the Proposed Network.

3.2 Pac-West's financial responsibility for the Proposed Network shall be calculated, effective July 1, 2004, in accordance with the monthly recurring rates specified in SBC FCC # 1, Interstate Tariff¹. The tandem area, the number of DS-3's PacWest is to be charged, the mileage associated with each DS-3 to each location, the term commitment commencement date and term commitment associated with each tandem area are set forth in Exhibit A, attached hereto and incorporated by reference. The early termination liability provisions will apply except SBC California will waive such liability if Pac-West is successful in removing the distant transport obligations in both Section 3.7 of the Appendix Reciprocal Compensation and Section 3.2 of the Appendix NIM of this Agreement. The Parties acknowledge that SBC California's billing system will not be able to bill Pac-West the monthly recurring rates beginning July 1, 2004.² Therefore, the Parties agree that once SBC California determines that its billing system is able to bill these charges, SBC California shall conduct a true-up back to July 1, 2004.³ Pac-West's financial responsibility will be based on the mutually agreed upon facilities to interconnect Pac-West's network with SBC California's tandems identified in the Existing Network, including the number of full and unused DS-3 circuits and the mileage for those circuits.

3.3 Pac-West will issue Access Service Requests (ASRs) to the Local Service Center (LSC) as necessary to initiate billing.

¹ Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after July 1, 2004, such Adopting CLEC's financial responsibility for the Proposed Network shall be calculated prospectively beginning from the date that the MFN provisions become effective between SBC California and the Adopting CLEC, following the date the Public Utilities Commission of the State of California (CA-PUC) approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date."

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after July 1, 2004, such Adopting CLEC's financial responsibility for the Proposed Network shall be calculated prospectively beginning from the date that the MFN provisions become effective between SBC California and the Adopting CLEC, following the date the Public Utilities Commission of the State of California (CA-PUC) approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

³ Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after July 1, 2004, such Adopting CLEC's financial responsibility for the Proposed Network shall be calculated prospectively beginning from the date that the MFN provisions become effective between SBC California and the Adopting CLEC, following the date the Public Utilities Commission of the State of California (CA-PUC) approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to a true-up under Section 3.2 to a date prior to its Section 252(i) Effective Date.

3.4 Pac-West will have the option to disconnect portions of the Existing Network on a per circuit basis by issuing ASRs to the Local Service Center ("LSC"), and thereby reduce the monthly recurring charges under this Amendment in accordance with the amount of capacity disconnected, for DS-3 facilities in the Existing Network, subject to any early termination liability except SBC California will waive such liability to the extent Pac-West disconnects such facilities solely due to declining traffic volumes. Where Pac-West requests disconnection of a portion or all of the Existing Network, **SBC CALIFORNIA** will use commercially reasonable efforts to disconnect the requested capacity within a reasonable and nondiscriminatory time frame. If Pac-West requests to migrate a portion or all of the Existing Network to a third party provider, **SBC CALIFORNIA** and Pac-West will mutually agree on the implementation schedule. If Pac-West requires more capacity to reach a POI required under the ICA than is available in the Existing Network, Pac-West must obtain such additional capacity in accordance with the terms and conditions (including POI requirements) set forth in the ICA.

3.5 Beginning July 1, 2004, **SBC CALIFORNIA** and Pac-West will conduct a true-up quarterly to determine and agree upon any unused portions of DS-3s in the Existing Network that can be filled or disconnected⁴.

4.0 MISCELLANEOUS

4.1 This Amendment is the joint work product of the Parties, and has been negotiated by the Parties and their respective counsel. It shall be fairly interpreted in accordance with its terms, and in the event of any ambiguities, no inferences shall be drawn against either Party.

4.2 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify, or restrict the meaning or interpretation of this Amendment.

4.3 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall constitute one and the same instrument.

4.4 The Parties further acknowledge and agree that each rate, term and condition in this Amendment is consideration for, a condition of and legitimately related to every other rate, term and condition in or referred to in this Amendment and the Agreement itself. The Parties further acknowledge and agree that the rates, terms, and conditions set forth in this Amendment are non-severable from each other, or from the Agreement.

4.5 This Amendment shall not modify or extend the Effective Date or Term of the existing ICA or any Amendment thereto, but rather, this Amendment shall be coterminous with the ICA.

4.6 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING ICA SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4.7 This Amendment shall be filed with and is subject to approval by the California Public Utilities Commission and shall become effective upon its approval.

⁴ Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after July 1, 2004, such Adopting CLEC's financial responsibility for the Proposed Network shall be calculated prospectively beginning from the date that the MFN provisions become effective between SBC California and the Adopting CLEC, following the date the Public Utilities Commission of the State of California (CA-PUC) approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to a true-up under Section 3.5 to a date prior to its Section 252(i) Effective Date.

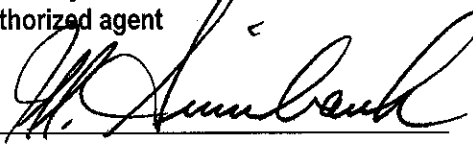
4.8 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Virtual Billing Option Amendment to the ICA was exchanged in triplicate on this 28th day of July, 2004, by SBC California, signing by and through its duly authorized representative, and Pac-West Telecomm, Inc., signing by and through its duly authorized representative.

Pac-West Telecomm. Inc.

**Pacific Bell Telephone Company d/b/a SBC
California by SBC Telecommunications, Inc.,
its authorized agent**

By: 

By: 

Name: John Sumpter
(Print or Type)

Name: **Mike Auinbauh**
(Print or Type)

Title: Vice President, Regulatory

Title: *For/* Senior Vice President – Industry
Markets& Diversified Businesses

Date: August 24, 2004

Date: **SEP 08 2004**

OCN: 7379

ACNA: ARZ

EXHIBIT A

To the Pac-West Telecomm, Inc and SBC California Virtual Billing Option Amendment dated July 28, 2004

TANDEM	DS3 QTY	EST DATE	TARIFF	TERM	MILES
EURKCA0141T	3	10/31/2001	FCC1	60	232
SNTCCA0102T	14	10/31/2001	FCC1	60	35
SNTCCA0148T	3	10/31/2001	FCC1	60	35
SNVACA0155T	10	10/31/2001	FCC1	60	33
SNRSCA0130T	18	10/31/2001	FCC1	60	50
RDNGCA0225T	8	10/31/2001	FCC1	60	65
BKFDCA1176T	8	10/31/2001	FCC1	60	6

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
PAC-WEST TELECOMM INC

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and Pac-West Telecomm Inc ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("CPUC") issued D. 04-09-063 ("Decision") adopting final monthly recurring rates as set forth on Attachment 1 to this Amendment which are attached hereto and incorporated herein by this reference ("CPUC Rates"); and

WHEREAS, the CPUC Rates adopted in the Decision are effective as of September 23, 2004 ("Rate Effective Date"); and

WHEREAS, the Decision orders SBC California to file amendments to all interconnection agreements between itself and other carriers to replace existing rates in the Agreement with the final CPUC Rates set forth on Attachment 1 to this Amendment; and

WHEREAS, the Decision orders SBC California to make all billing adjustments necessary to reflect the CPUC Rates as set forth on Attachment 1 to this Amendment on SBC California's bills within sixty (60) days of the Rate Effective Date;

WHEREAS, pursuant to its prior decisions, D.02-05-042 and in D.02-09-052, the CPUC established certain interim monthly recurring rates; and

WHEREAS, pursuant to D.03-07-23, the CPUC modified certain UNE rates, including the interim monthly recurring rates effective as of September 19, 2002; and

WHEREAS, the Decision orders SBC California to adjust any interim monthly recurring rates CLEC was billed and paid to SBC California under its Agreement as a result of the CPUC's prior decisions in D.02-05-042, D.02-09-052 and D.03-07-23 ("Prior Decisions") to reflect the final CPUC Rates and calculate any billing adjustments within ninety (90) days of the Rate Effective Date; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.²

NOW, THEREFORE, the Parties agree as follows:

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

- I. The recurring CPUC Rates set forth on Attachment 1 hereby replace and supersede the corresponding monthly recurring rates in the underlying Agreement, subject to the other terms and conditions set forth herein. These CPUC Rates are effective on the Rate Effective Date.
- II. All rates in the Agreement not changed by Attachment 1 remain unchanged. The Parties understand and agree that the rates in Attachment 1 are being incorporated into the Agreement solely to effectuate the rate changes ordered in the Decision.
- III. In accordance with Ordering Paragraph 3 of the Decision, SBC California shall make all billing adjustments within 60 days from the Rate Effective Date necessary to ensure the Rate Effective Date is reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs VI and VII, below, all of its rights, remedies, and arguments with respect to the FCC's *Order and Notice of Proposed Rulemaking, In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 (rel. Aug. 20, 2004).
- IV. In accordance with Ordering Paragraph 4 of the Decision, within 90 days of the Rate Effective Date, SBC California will calculate the appropriate billing adjustments owed to or by CLEC, if any, from the Rate Effective Date back to the dates of the Prior Decisions to replace any interim rates CLEC was billed and paid to SBC California under its Agreement.
- V. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.
- VI. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- VIII. The Parties acknowledge and agree that each CPUC Rate set forth on Attachment 1 to this Amendment is legitimately related to the associated individual interconnection, network element and service arrangements contained in the Agreement, if any.
- IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- X. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date; provided, however, as to CLEC and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-IV above, subject to Footnote 2, where applicable).

ATTACHMENT 1

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				New Monthly Rate
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	
<u><i>This Pricing Appendix contains certain recurring rates established with final rates in D. 04-09-063.</i></u>				
NETWORK ELEMENTS				
NETWORK INTERFACE DEVICE (NID)		NETWORK INTERFACE DEVICE (NID)		
LOOPS		LINKS		
2-Wire Analog Zone 1	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 9.64
2-Wire Analog Zone 2	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 13.01
2-Wire Analog Zone 3	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 26.87
2-Wire Analog Statewide /1/	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 11.93
4-Wire Analog Zone 1	LK4WA	4-Wire Link	/2/	\$ 20.49
4-Wire Analog Zone 2	LK4WA	4-Wire Link	/2/	\$ 24.79
4-Wire Analog Zone 3	LK4WA	4-Wire Link	/2/	\$ 37.02
4-Wire Analog Statewide /1/	LK4WA	4-Wire Link	/2/	\$ 22.79
4-Wire - CO Facility Interface Connection	3F74X	4-Wire - CO Facility Interface Connection	/2/	\$3.11
2-wire Digital Zone 1	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 10.15
2-wire Digital Zone 2	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 13.56
2-wire Digital Zone 3	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 27.46
2-wire Digital Statewide /1/	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$12.46
4-wire Digital (DS1) Zone 1	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 49.49
4-wire Digital (DS1) Zone 2	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 64.25
4-wire Digital (DS1) Zone 3	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 104.49
4-wire Digital (DS1) Statewide /1/	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 57.42
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.15
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.12
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 0.96
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.13
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.61
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.59
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.51
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.60
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.51
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.55
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.59
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.53
DS3 Loop Zone 1	U4D3X	DS3 Loops	/2/	\$482.71
DS3 Loop Zone 2	U4D3X	DS3 Loops	/2/	\$714.60
DS3 Loop Zone 3	U4D3X	DS3 Loops	/2/	\$1,411.63
DS3 Loop (Statewide) - TRO Removal	U4D3X	DS3 Loops	/2/	\$573.20
IDSL Capable Loop Option				
Zone 1		Basic - 2 Wire + ISDN Option	/2/	\$10.15
Zone 2		Basic - 2 Wire + ISDN Option	/2/	\$13.56
Zone 3		Basic - 2 Wire + ISDN Option	/2/	\$27.46
Statewide		Basic - 2 Wire + ISDN Option	/2/	\$12.46
DSL Capable Loops:				
2-Wire xDSL Loop				
PSD #1 - 2-Wire xDSL Loop Zone 1	2SLAX	NA	/2/	\$ 9.64
PSD #1 - 2-Wire xDSL Loop Zone 2	2SLAX	NA	/2/	\$ 13.01
PSD #1 - 2-Wire xDSL Loop Zone 3	2SLAX	NA	/2/	\$ 26.87
PSD #1 - 2-Wire xDSL Loop Statewide /1/	2SLAX	NA	/2/	\$ 11.93
PSD #2 - 2-Wire xDSL Loop Zone 1	2SLBX	NA	/2/	\$ 9.64
PSD #2 - 2-Wire xDSL Loop Zone 2	2SLBX	NA	/2/	\$ 13.01
PSD #2 - 2-Wire xDSL Loop Zone 3	2SLBX	NA	/2/	\$ 26.87
PSD #2 - 2-Wire xDSL Loop Statewide /1/	2SLBX	NA	/2/	\$ 11.93
PSD #3 - 2-Wire xDSL Loop Zone 1	2SLCX	NA	/2/	\$ 9.64
PSD #3 - 2-Wire xDSL Loop Zone 2	2SLCX	NA	/2/	\$ 13.01
PSD #3 - 2-Wire xDSL Loop Zone 3	2SLCX	NA	/2/	\$ 26.87
PSD #3 - 2-Wire xDSL Loop Statewide /1/	2SLCX	NA	/2/	\$ 11.93
PSD #4 - 2-Wire xDSL Loop Zone 1	2SLDX	NA	/2/	\$ 9.64
PSD #4 - 2-Wire xDSL Loop Zone 2	2SLDX	NA	/2/	\$ 13.01
PSD #4 - 2-Wire xDSL Loop Zone 3	2SLDX	NA	/2/	\$ 26.87
PSD #4 - 2-Wire xDSL Loop Statewide /1/	2SLDX	NA	/2/	\$ 11.93
PSD #5 - 2-Wire xDSL Loop Zone 1	U2F	NA	/2/	\$ 9.64
PSD #5 - 2-Wire xDSL Loop Zone 2	U2F	NA	/2/	\$ 13.01
PSD #5 - 2-Wire xDSL Loop Zone 3	U2F	NA	/2/	\$ 26.87
PSD #5 - 2-Wire xDSL Loop Statewide /1/	U2F	NA	/2/	\$ 11.93
PSD #7 - 2-Wire xDSL Loop Zone 1	2SLFX	NA	/2/	\$ 9.64
PSD #7 - 2-Wire xDSL Loop Zone 2	2SLFX	NA	/2/	\$ 13.01
PSD #7 - 2-Wire xDSL Loop Zone 3	2SLFX	NA	/2/	\$ 26.87
PSD #7 - 2-Wire xDSL Loop Statewide /1/	2SLFX	NA	/2/	\$ 11.93

TBD- To be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA- Not Applicable

ATTACHMENT 1

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				New Monthly Rate
<u>GENERIC TERMINOLOGY</u>	<u>USOC</u>	<u>OANAD TERMINOLOGY</u>	<u>Notes</u>	
4-Wire xDSL Loop				
PSD #3 - 4-Wire xDSL Loop Zone 1	4SL1X	NA	/2/	\$ 20.49
PSD #3 - 4-Wire xDSL Loop Zone 2	4SL1X	NA	/2/	\$ 24.79
PSD #3 - 4-Wire xDSL Loop Zone 3	4SL1X	NA	/2/	\$ 37.02
PSD #3 - 4-Wire xDSL Loop Statewide /1/	4SL1X	NA	/2/	\$ 22.79
<u>LOCAL SWITCHING CAPABILITY</u>		<u>Local Switching Capability</u>		
<u>Ports</u>		<u>Ports</u>		
Analog Line Port/Basic Port/without loop	URA3X, URA4X, URA5X	2- Wire Ports	/2/	\$ 3.35
	URB3X, URB4X, URB5X		/2/	
	UBA3X, UBA4X, UBA5X		/2/	
	UBB3X, UBB4X, UBB5X		/2/	
	6DCBX, 6DBRX		/2/	
	8DCBX, 8DBRX			
Analog Line Port/Basic Port/with loop	URA1S, URA2S, URB1S,			\$ 3.35
	URB2S, UBA1S, UBA2S,			
	UBB1S, UBB2S, URA1J,			
	URA2J, URB1J, URB2J,			
	UBA1J, UBA2J, UBB1J,			
	UBB2J			
	JDCBX, JDCRX			
	YDCBX, YDCRX			
	SU1WA, SU1WB, SU2WA, SU2WB			
	SUOWA, SUOWB, UAC1B, UAC1K			
	UAC2B, UAC2K, UAO1B, UAO1K			
	UAO2B, UAO2K, UAW1B, UAW1K			
	UAW2B, UAW2K, UDC1B, UDC1K			
	UDC2B, UDC2K, UDO1B, UDO1K			
	UDO2B, UDO2K, UDW1B, UDW1K			
	UDW2B, UDW2K			
Centrex Simultaneous Ring One Number (CSR ON)	S3S1X		/2/	\$0.0000
Centrex Simultaneous Ring Regular	S3M		/2/	\$0.0000
			/2/	
Centrex Port	AEPRT	Centrex Port	/2/	\$ 3.35
Analog DID Trunk Port	KUA13X, UD13X, UA11B	DID Port		\$ 6.28
	UA11K, UA12B, UA12K			
	UD11B, UD11K, UD12B			
	UD12K			
ISDN BRI Port	CN2BQ/CN3BQ	ISDN Port	/2/	\$ 5.12
Trunk Port DS1-Port	DPORT	Trunk Port Termination		\$ 135.92
<u>Vertical Features</u>		<u>Switch Features</u>		
Call Forwarding Variable	ESM	Call Forwarding Variable	/2/	\$0.0000
Busy Call Forwarding	EVB	Busy Call Forwarding	/2/	\$0.0000
Delayed Call Forwarding	EVD	Delayed Call Forwarding	/2/	\$0.0000
Call Waiting	ESX	Call Waiting	/2/	\$0.0000
Three Way Calling	ESC	Three Way Calling	/2/	\$0.0000
Call Screen	CCB	Call Screen	/2/	\$0.0000
Message Waiting Indicator	MW1	Message Waiting Indicator	/2/	\$0.0000
Repeat Dialing	CRP	Repeat Dialing	/2/	\$0.0000
Call Return	CCR	Call Return	/2/	\$0.0000
Call Forwarding Busy/delay	EVE	Call Forwarding Busy/delay	/2/	\$0.0000
Remote Call Forwarding		Remote Call Forwarding	/2/	\$0.0000
Speed Calling 8	ESL	Speed Calling 8	/2/	\$0.0000
Speed Calling 30	ESF	Speed Calling 30	/2/	\$0.0000
Intercom		Intercom	/2/	\$0.0000
Intercom Plus	HMP	Intercom Plus	/2/	\$0.0000
Remote Access to Call Fwding	RAF	Remote Access to Call Fwding	/2/	\$0.0000
Select Call Forward	CSF	Select Call Forward	/2/	\$0.0000
Direct -Shared	ESLDC	Direct -Shared	/2/	\$0.0000
Direct -Unshared	ESLDC	Direct -Unshared	/2/	\$0.0000
Call Trace	CALTR	Call Trace	/2/	\$0.0000
Speed Call 6		Speed Call 6	/2/	\$0.0000
Call Restriction		Call Restriction	/2/	\$0.0000
Distinctive Ringing		Distinctive Ringing	/2/	\$0.0000
Directed Call Pickup		Directed Call Pickup	/2/	\$0.0000
WATS Access per Port		WATS Access per Port	/2/	\$0.0000
WATS Access per Group		WATS Access per Group	/2/	\$0.0000
Caller ID	CNM	Caller ID	/2/	\$0.0000
Caller ID Blocking	CNMBK	Caller ID Blocking	/2/	\$0.0000
Caller Hold		Caller Hold	/2/	\$0.0000
DNCF		DNCF	/2/	\$0.0000
Call Waiting ID	NWL	Call Waiting ID	/2/	\$0.0000
Anonymous Call Rejection	CRE	Anonymous Call Rejection	/2/	\$0.0000
Call Transfer Disconnect - Restricted	FG3RE	Call Transfer Disconnect	/2/	\$0.0000

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable

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			Notes	New Monthly Rate
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY		
Call Transfer Disconnect - Unrestricted	FG3UN	Call Transfer Disconnect	/2/	\$0.0000
Basic Port/Analog Line Port Features per feature (per port)		Switch Features		
Hunting	HUNTG	Hunting	/2/	\$0.0000
Centrex-Like Features				
Automatic Callback	SAK	NA	/2/	\$0.0000
Call Forwarding Variable	ESMCS	NA	/2/	\$0.0000
Call Forwarding BusyLine	E6GUR	NA	/2/	\$0.0000
Call Forwarding Don't Answer	E9GUR	NA	/2/	\$0.0000
Call Hold	EAB	NA	/2/	\$0.0000
Call Pick-up (Group and Station)	E3N	NA	/2/	\$0.0000
Call Waiting - Intragroup	E6N	NA	/2/	\$0.0000
Call Waiting - Originating	ESZ	NA	/2/	\$0.0000
Call Waiting - Incoming	E6CCS	NA	/2/	\$0.0000
Caller ID	CALTA, CALID	NA	/2/	\$0.0000
Caller ID Blocking	CNMCS	NA	/2/	\$0.0000
Conferencing - Station Controlled - Large	CCS, CCSLG	NA	/2/	\$0.0000
Conferencing - Station Controlled - Small	DMS6P, EAN, EAS, SWC, SWCLN	NA	/2/	\$0.0000
Directed Call Pick-up - Group - Barge-In	DMABG	NA	/2/	\$0.0000
Directed Call Pick-up - Group - Non-Barge-In	DPG, DMA1E	NA	/2/	\$0.0000
Distinctive Ringing and Call Waiting Tone	BRT, CCN, DRR, ODT	NA	/2/	\$0.0000
Message Waiting Indicator - Stutter DT	EWS,	NA	/2/	\$0.0000
Remote Access to Call Forwarding	RAFCA	NA	/2/	\$0.0000
Call Transfer - DID to DOD	DDT	NA	/2/	\$0.0000
Speed Calling - Individual (6 or 8)	E3G	NA	/2/	\$0.0000
Speed Calling - Individual (30)	32G	NA	/2/	\$0.0000
Speed Calling - Group (30)	ESHC3	NA	/2/	\$0.0000
Local Switching		Switch Usage		
Interoffice -Originating		Interoffice -Originating		
Setup per Call		Setup per Call	/2/	\$0.0000
Holding Time per MOU		Holding term per MOU	/2/	\$0.0000
Interoffice - Terminating		Interoffice - Terminating		
Setup per Call		Setup per Call	/2/	\$0.0000
Holding Time per MOU		Holding term per MOU	/2/	\$0.0000
Intraoffice		Intraoffice		
Setup per Call		setup per completed message	/2/	\$0.0000
Holding Time per MOU		Holding term per MOU	/2/	\$0.0000
Tandem Switching		Tandem Switching - Shared transport		
Setup per Call		Setup per attempt	/2/	\$ 0.000461
Setup per Completed Message		Setup per Completed Message	/2/	\$ 0.000179
Holding Time per MOU		Holding term per MOU	/2/	\$ 0.000461
TRUNK PORT TERMINATION		TRUNK PORT TERMINATION		
End Office Dedicated DS-1 Port	EPORT	End Office Termination	/2/	\$ 142.73
Tandem Dedicated DS1-Port	TPORT	Tandem Termination	/2/	\$0.00
Entrance Facilities				
DS-3 w/o equip				\$145.94
Interoffice Transport		Dedicated Transport		
Voice Grade		Fixed Mileage	/2/	\$4.60
		Variable Mileage per Mile	/2/	\$0.010000
DS-1				
Fixed Mileage	1L5UB	Fixed Mileage	/2/	\$34.05
Variable Mileage		Variable Mileage per Mile	/2/	\$0.250000
DS-3				
Fixed Mileage	1L5UB	Dedicated Transport DS-3		
Variable Mileage		Fixed Mileage	/2/	\$483.95
		Variable Mileage per Mile	/2/	\$4.89
SS7	SIGNALING SYSTEM 7			
SS7 Link	SS7 Link		/2/	\$4.60
Link Mileage	N/A		/2/	\$0.01
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				
End Office Local Termination - Interoffice Terminating				
Set up charge, per call			/2/	\$ 0.001472
Duration charge, per MOU			/2/	\$ 0.001382
Tandem Switching - Shared Transport				
Setup per Call			/2/	\$ 0.000461

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable

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				New Monthly Rate
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	
Setup per Completed Message			/2/	\$ 0.001562
Holding Time per MOU			/2/	\$ 0.000461
/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. <u>CLECs may not use both rate structures.</u>				
/2/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.				

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
PAC-WEST TELECOMM, INC.

This Amendment is to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") by and between PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA ("PACIFIC") and Pac-West Telecomm, Inc. ("Pac-West"), (Collectively, the "Parties").

WHEREAS, the Federal Communications Commission ("FCC") released on October 18, 2004 its Order in *Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from Application of the ISP Remand Order*, WC Docket No. 03-171 ("Core Communications Order") granting forbearance from enforcement of the growth cap and new market restrictions set forth in the *ISP Remand Order*¹ on ISP and ISP-Bound traffic;

WHEREAS, on September 23, 2004 the California Public Utilities Commission ("CPUC") adopted D.04-09-063 in the consolidated proceeding A.01-02-024, A.01-02-035, A.02-02-031, A.02-02-032, A.02-02-034 and A.02-03-002 which changed the rates associated with certain reciprocal compensation elements applicable to section 251(b)(5) traffic ("California *UNE Relook Order*");

WHEREAS, the Parties agree to amend the Parties' Interconnection Agreement pursuant to the change of law provision to remove the growth cap and new market restrictions as set forth in the *Core Communications Order* as well as the rates for certain reciprocal compensation elements for section 251(b)(5) traffic as set forth in the California *UNE Relook Order*;

WHEREAS, the Parties agree that this amendment only supersedes previous agreements between the Parties as it relates to the growth cap and new market restrictions for ISP and ISP-Bound traffic and rates associated with certain elements for section 251(b)(5) traffic; and

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended, as reflected in the attached Exhibit A, to ensure that the terms and conditions of the Agreement related to growth caps and new market restrictions for ISP and ISP-Bound traffic and rates associated with certain rate elements for section 251(b)(5) traffic are conformed so as to be consistent with applicable federal and state law:

1. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
2. Upon written request of either Party, the Parties will amend any and all Agreement pricing schedules to accurately reflect the terms and conditions of this Amendment.

¹ *Intercarrier Compensation for ISP-Bound Traffic*, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001) (*ISP Remand Order*).

3. Notwithstanding any contrary provision in the Agreement, this Amendment, or any PACIFIC tariff, nothing contained in the Agreement, this Amendment, or any PACIFIC tariff shall limit PACIFIC's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the CALIFORNIA Commission, the FCC, any court or any other governmental authority related to, concerning, or that may affect PACIFIC's obligations under the Agreement, this Amendment, any PACIFIC tariff, or Applicable Law.
4. Any performance measures and remedies identified in the Agreement apply solely to UNEs which PACIFIC is obligated to offer under Section 251(c)(3) of the Act. If an element is no longer required to be provided as an unbundled network element under this Agreement by virtue of this Amendment, PACIFIC will have no obligation to report on or pay remedies for any measures associated with such element, notwithstanding any language to the contrary in the Agreement.
5. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or CALIFORNIA regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), PACIFIC shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any CALIFORNIA or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). If any action by any CALIFORNIA or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and

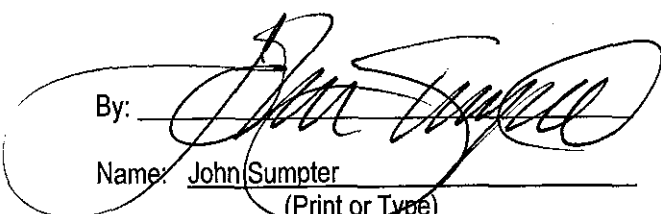
arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the CALIFORNIA PUBLIC UTILITIES COMMISSION and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 4th day of January, 2004⁵, by PACIFIC, signing by and through its duly authorized representative, and Pac-West, signing by and through its duly authorized representative.

Pac-West Telecomm, Inc.

Pacific Bell Telephone Company d/b/a SBC
California by SBC Telecommunications, Inc., its
authorized agent

By: 

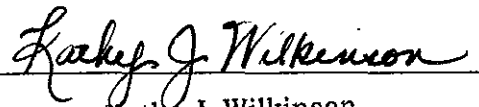
Name: John Sumpter

(Print or Type)

Title: Vice President – Regulatory

(Print or Type)

Date: December 23, 2004

By: 

Name: Kathy J. Wilkinson

(Print or Type)

Title: For/ Senior Vice President -
Industry Markets & Diversified Businesses

Date: 1-4-2005

Attachment A

APPENDIX RECIPROCAL COMPENSATION

(AFTER FCC ORDER NO. 01-131)

APPENDIX RECIPROCAL COMPENSATION

1. APPENDIX SCOPE

1.1 This Appendix sets forth the terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between PACIFIC and Pac-West, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the Commission.

1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services, i.e.: to IXC customers of switched access service, shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.

1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.

1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.

1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

1.6 The Parties agree that this Appendix governs the exchange, routing and rating of all intercarrier traffic to Internet Service Providers (ISPs) and other Internet-bound traffic between PACIFIC and Pac-West in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the Federal Communications Commission's (FCC's) Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Compensation Order") and the Federal Telecommunications Act of 1996. In the event that the ISP Compensation Order is vacated, overturned, or otherwise becomes no longer legally effective, as of that date, the terms "ISPs" and "Internet" shall be as defined by the Commission.

2. PACIFIC DESIGNATIONS

2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2.2 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.3 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.4 PACIFIC - As used herein, PACIFIC means the applicable above listed ILEC doing business in California.

3. CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between Pac-West and PACIFIC will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on definition of Local toll and transit Calls by the California Public Utilities Commission (“CPUC” or “Commission”).

3.2 *For purposes of this Appendix, the parties agree that PACIFIC has invoked the FCC’s ISP pricing plan as ordered in FCC 01-131 as of August 1,2003, and that prior to that date the Parties agree that Local Calls, and locally dialed ISP Calls, will be compensated at the same rates and rate structures, so long as the NPA-NXX of the originating end user of one Party and the NPA-NXX of the terminating end user of the other Party are:*

a. both assigned to the same PACIFIC Local Exchange Area as defined by the PACIFIC Local (or "General") Exchange Tariff on file with the CPUC; or

b. both assigned to neighboring PACIFIC Local Exchange Areas, or within an PACIFIC exchange and an Independent LEC exchange, that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own retail local calling area(s) for purposes of its provision of telecommunications services to its end users.

3.4 *When an End User served by one Party originates a Local Call to an End User served by the other Party, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) and rate elements provided in this Appendix and Appendix Pricing.*

3.5 If this Agreement is the initial agreement between the Parties, then the Parties’ obligation under this Agreement to pay reciprocal compensation to each other

shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

3.6 The compensation arrangements set forth in this Appendix are not applicable to Exchange Access traffic or any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of each Party's applicable federal and state tariffs.

3.7 *Neither party shall be prohibited from designating different rating and routing points for the delivery of telephone calls for purposes of providing customers a local presence within a foreign exchange. Calls shall be rated in reference to the rate center of the assigned NXX prefix of the calling and called parties' numbers. Effective upon February 1, 2004, PACIFIC is entitled to receive tandem switching and transport compensation for its facilities used in the carriage of traffic from the originating rate center (local NXX) to the rate area associated with where Pac-West delivers traffic to its customer, less 16 miles. To avoid paying the costs associated with transport from origination to their point of interconnection, Pac-West shall disclose to PACIFIC the percentage of disparately rated and routed traffic that was returned and terminated within the rate area where the local call originated. In addition, Pac-West may avoid paying the costs associated with transport from origination to their point of interconnection if Pac-West establishes a point of interconnection at the appropriate local or access tandem serving the rate center or at any mutually agreed end office within the rate center where Pac-West has established a dialable telephone number local to such rate center or ports any number established by other local exchange carriers (including ILEC companies) within such rate center.*

3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio, or video transmission.

3.9 Reciprocal Compensation only applies to local switched traffic that is originated on one Party's network and is terminated through the other Party's terminating switch. All traffic that is delivered to PACIFIC, Pac-West or an ISP and is not terminated through the other Party's terminating switch is not subject to reciprocal compensation.

Traffic that is delivered to a Pac-West or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. 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.

4.5 *Where the Parties are performing a transiting function as defined in Section 8.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function cannot forward the CPN and will not be billed as the default carrier. Pac-West and PACIFIC agree to exchange such reports and/or data as provided in this Appendix in Section 12.2 to facilitate the proper billing of traffic. Additionally, where the originating carrier number ("OCN") is not available, the transiting Party will use best efforts from available sources to identify the originating carrier for each transit call that lacks OCN.*

If the original and true CPN is not received from the originating third party, where available, the Party performing the transiting function shall provide the terminating party with the following information: the interconnection trunk group between the transiting Party and the originating party using trunking nomenclature that will be recognized by the originating party, the identity of the originating party connected to that originating trunk group and the quantity of unidentified minutes received by the transiting Party over the originating trunk group.

5. INTENTIONALLY OMITTED

6. LOCAL AND ISP TRAFFIC – CALIFORNIA ONLY

6.1 Termination of Local Calls. The following rates apply to Local Calls exchanged by the parties:

(a) Tandem Switching - (where used) compensation for the use of tandem switching functions (which includes subtending tandem)

- (i) \$.001562 Setup per Call², and
- (ii) \$.000461 per minute;
- (b) Common Transport (where used) - compensation for the transmission facilities between the local tandem and the End Offices subtending that tandem:
 - (i) \$0.00127 Fixed Mileage per minute; and
 - (ii) \$.00002 Variable Mileage per minute, per mile;
- (c) End Office Switching:
 - (i) \$0.001472 Setup per Call;
 - (ii) \$0.001382 per minute.

Pursuant to the California PUC Decision in Application 02-03-059, the specific architecture of Pac-West's network provides for the following rate application of Local Calls originated by Pacific and terminated by Pac-West. Based on Pac-West's network architecture and subject to Pacific's right to invoke the terminating compensation plan in accordance with Sections 6.3 and 13, the Parties agree that 90% of all Local Calls originated by Pacific and terminated to Pac-West shall be paid only at the Tandem Switching rate and End Office Switching rate elements, and 10% of the Local Calls originated by Pacific and terminated by Pac-West shall be paid the Tandem Switching, Common Transport and End Office Switching rate elements. ³

6.1.1 The Parties agree to utilize the above Commission-approved OANAD reciprocal compensation rates for Local Traffic (the rates in Section 6.1 above do not apply to ISP Traffic) until such time as the California Public Utilities Commission approves new OANAD reciprocal compensation rates. If the CPUC approves new

² On September 23, 2004, the California Public Utilities Commission ("CPUC") adopted D.04-09-063, in the consolidated proceeding A.01-02-024, A.01-02-035, A.02-02-031, A.02-02-032, A.02-02-034 and A.02-03-002, which identified two different rates for the "Setup per Call" rate element. In Appendix C of the order, the Commission established a rate of .001562 and in Appendix A of the order, the Commission established a rate of .000179. In *Administrative Law Judge's Ruling Requesting Comments on Potential Error in Decision 04-09-06* ("ALJ Ruling"), the Commission has requested comment on whether the rate should be the rate set forth in Appendix C or Appendix A. Until such time as the Commission issues an order in response to the ALJ Ruling, the parties agree to use the .001562 Appendix C rate in this Agreement. At such time as a decision is issued in response to the ALJ Ruling, the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement. The Parties further agree that the changed rate will apply retroactively to December 1, 2004.

³ In the event that any other CLEC ("Requesting CLEC") seeks to obtain any provisions contained in this Appendix, or like provisions, the Parties understand and agree that the end office termination rates set forth in Sections 6.1 of this Appendix and in the Appendix Pricing will apply to all calls originated by Pacific and terminated by Requesting CLEC unless and until the Requesting CLEC establishes that its switch(s) meet the geographic coverage test in accordance with Federal and state laws, judicial orders, rules and regulations.

reciprocal compensation rates, the Parties agree to utilize those rates as of the effective date of that Docket's order.

6.2 The Parties agree that effective August 1, 2003 SBC California has made an offer to all carriers in California with which Pacific trades local traffic under section 251(b)(5) of the Federal Telecommunications Act of 1996 (known as the "Mirroring Rule" in para. 89 of the FCC ISP Compensation Order). The rates, terms and conditions set forth below represent the Parties' understanding of how the Parties will implement the FCC Plan. The Parties further agree that the rates, terms and conditions set forth in Section 6.2 through 6.9 of this Reciprocal Compensation Appendix including, but not limited to, the rate for ISP and Internet-bound traffic, shall apply to ISP and Internet-bound traffic exchanged between the Parties beginning August 1, 2003, until either the contract expires, the FCC issues a Final Order in its Notice of Proposed Rulemaking *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92 (established in FCC Order No. 01-132, April 27, 2001), or the ISP Compensation Order is vacated, overturned, or otherwise becomes no longer legally effective. In the event that the ISP Compensation Order or any portion thereof related to any of the rates set forth in this Appendix is vacated, overturned, or otherwise becomes no longer legally effective, as of that date the rates set forth in Section 6.1 shall again apply.

6.3 Intentionally Omitted.

6.4 Descending Reciprocal Compensation Rate Schedule for presumed ISP and Internet-bound Calls Within calls within Local Calling Areas:

6.4.1 The rates, terms, conditions in this section apply only to the termination of presumed ISP and Internet-bound Calls Within calls within Local Calling Areas as defined in section 3.2.

6.4.2 The Parties agree to compensate each other for the termination of presumed ISP and Internet-bound calls rated within the Local Calling Area on a minute of use basis, according to the following rate schedule:

June 15, 2003 and later:	\$0.0007 per minute

6.4.3 Payment of Reciprocal Compensation on presumed ISP and Internet-bound traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the underlying Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

6.9 ISP Traffic Rebuttable Presumption

6.9.1 The Parties agree that there is a rebuttable presumption that all minutes of use exceeding a 3:1 Terminating to Originating Ratio are ISP and Internet-bound calls subject to the compensation terms in this section.

6.9.2 Either party has the right to rebut the 3:1 ISP presumption and determine actual ISP and Internet-bound traffic by any means mutually agreed by the Parties, or by any method approved by the applicable regulatory agency, including the Commission. In the event the Commission approves the rebuttal of the presumption, either in whole or in part, then that rebuttal shall be retroactively applied to August 1, 2003 so long as the Party seeking to rebut the presumption took appropriate action at the Commission to rebut the presumption within 60 days of receiving notice, as described in Section 13.2, of PACIFIC's intent to implement the FCC's plan.

7. NON-LOCAL CALL TERMINATION

7.1 The Parties recognize and agree the rates and rate structure in section 6 above do not apply to calls that fit the underlying Agreement's definitions of:

- (i) Transit Traffic
- (ii) Optional EAS Traffic (defined as: Optional Toll Calling Plans)
- (iii) IntraLATA Interexchange Traffic
- (iv) InterLATA Interexchange Traffic
- (v) 800, 888, 877, ("8yy") Traffic
- (vi) Feature Group A Traffic
- (vii) Feature Group D Traffic

7.2 The Parties agree that, for the purposes of this Appendix, either Party's end users remain free to place ISP calls under any of the above classifications. To the extent such calls are placed, the Parties agree that section 6 above does not apply, and that the Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to terminating Party's Exchange Access intrastate and/or interstate tariffs.

7.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

8. TRANSIT TRAFFIC COMPENSATION

8.1 Transiting Service allows one Party to send or receive Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to or from a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits a Pacific network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. The rates that Pacific shall charge for transiting Pac-West traffic are outlined in Appendix Pricing.

8.2 The Parties agree to establish appropriate billing relationships directly with third party Telecommunications Carriers, as set forth in section 5.4 of the General Terms and Conditions of this Agreement. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party.

8.3 Pac-West shall not bill PACIFIC for terminating any Transit traffic, whether identified or unidentified, i.e., whether PACIFIC is sent CPN or is not sent CPN by the originating company.

9. INTRALATA 800 TRAFFIC

9.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any access charges for this traffic.

9.2 Inter-carrier compensation for IntraLATA 800 Traffic calls is billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.

10. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

10.1 Inter-carrier compensation for Switched Access Traffic shall be on a MPB basis as described below.

10.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

10.3 Billing to Interexchange Carriers (IXCs) for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with the applicable tariff for that portion of the service it provides. Each Party will bill the applicable network access service rates to the IXC. The network interconnection charge (NIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, Pac-West is the Initial Billing Company (IBC) and PACIFIC is the Subsequent Billing Company.

10.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

10.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill IXCs for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.

10.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC or ESP. When PACIFIC performs 800 database queries, PACIFIC will charge the end office provider for the database query in accordance with standard industry practices.

10.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

10.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary

usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. PACIFIC acknowledges that currently there is no charge for Summary Usage Data PACIFIC acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At Pac-West's request, PACIFIC will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

10.9 PACIFIC and Pac-West agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

10.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

11. INTRALATA TOLL TRAFFIC COMPENSATION

11.1 *For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff. Common transport, (both fixed and variable), as well as tandem switching rates apply only in those cases where a Party's tandem is used to terminate traffic.*

12. BILLING FOR MUTUAL COMPENSATION — PACIFIC

12.1 In PACIFIC, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

12.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:

12.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.

12.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing, and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

12.3 The Parties agree that this section does not apply to SBC-SWBT, and that a negotiated Mutual Compensation Billing section would have to be added to this Appendix for any Carrier attempting to apply or "port" this Appendix to a SBC-SWBT state.

13. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

13.1 Intentionally Omitted.

13.2 Intentionally Omitted.

13.3 PACIFIC and Pac-West agree to carry out the FCC terminating compensation plan without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

13.4 Intentionally Omitted.

13.5 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order through a mutually agreed written Amendment to this Agreement.

13.6 *The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a “meeting of the minds” that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.*

14. ADDITIONAL TERMS AND CONDITIONS

14.1 Legitimately Related Terms.

Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and Severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; *intervening law*; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

14.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between PACIFIC and Pac-West, but that as to the Reciprocal Compensation terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and **CLEC** ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 19, 2002, the California Public Utilities Commission ("Commission") issued D. 02-09-049 adopting rate changes for certain Network Elements by increasing the shared and common cost markup percentage from 19% to 21% of the monthly recurring and the non-recurring Network Element costs and removing 13% from the expense portion of the monthly recurring Network Element costs;

WHEREAS, on July 10, 2003 the Commission issued D. 03-07-023 implementing the recurring and nonrecurring Network Element rate changes adopted in D. 02-09-049 for certain Network Elements and which, pursuant to the Decision, were deemed to have become effective on September 19, 2002;

WHEREAS, on September 23, 2004, the Commission issued D. 04-09-063 adopting final monthly recurring for certain Network Elements rates;

WHEREAS, the retroactive application of the rate changes was stayed pending resolution of the actual adjustment amount;

WHEREAS, on February 4, 2005, the FCC issued its Order on Remand² ("TRO Remand Order") holding among other things that an ILEC is not required to provide access to local circuit switching on an unbundled basis to requesting CLEC for the purpose of serving end-user customers using DSO capacity loops (mass market unbundled local circuit switching" or Mass Market ULS"), and that an incumbent LEC is not required to provide access to certain high-capacity loop and certain dedicated transport on an unbundled basis to CLECs;

WHEREAS, the TRO Remand Order further held that as to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, ILECs shall continue to provide access to CLEC's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, upon the earlier of (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P; CLEC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or March 11, 2006 ;

WHEREAS, during such transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar;

WHEREAS, the FCC in its TRO Remand Order also held that effective March 11, 2005, CLEC is not permitted to obtain certain new unbundled high-capacity loop and dedicated transport elements, either alone or in combination, including Dark Fiber Loops; DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable; DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable and Dark Fiber Loops and Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv) ("Affected Loop and Transport Elements");

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

² Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

WHEREAS, as to each Affected Loop-Transport Element, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC California will continue to provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, for a transitional period of time, ending upon the earlier of: (a) CLEC's disconnection or other discontinuance of use of one or more of the Affected Element(s); (b) CLEC's transition of an Affected Element(s) to an alternative arrangement; or (c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport);

WHEREAS, during such transitional period of time the pricing for the Affected Loop-Transport Elements shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), *plus 15*;

WHEREAS, the transition prices for Mass Market ULS/UNE-P and the Affected Loop-Transport Elements are effective March 11, 2005 and shall be herein referred to as the "FCC Rates";

WHEREAS, on March 17, 2005, the Commission issued D. 05-03-026 ("Decision") reducing on a prospective basis, the shared and common cost markup percentage from 21% to 19% of the monthly recurring and non-recurring cost resulting in new recurring and non-recurring rates for Network Elements ("CPUC Rates");

WHEREAS, the CPUC Rates adopted in the Decision are effective as of March 17, 2005;

WHEREAS, within ninety (90) days of the March 17, 2005, SBC California will make all billing system adjustments necessary to reflect the CPUC Rates and FCC Rates set forth on Attachments 1 and 2 to this Amendment; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.³

NOW, THEREFORE, the Parties agree as follows:

The recurring and non-recurring CPUC Rates and FCC Rates set forth on Attachments 1 and 2, which are incorporated into this Amendment by this reference hereby replace and supersede the corresponding monthly recurring and non-recurring rates in the underlying Agreement, subject to the other terms and conditions set forth herein. These CPUC Rates are effective on March 17, 2005; the FCC Rates are effective on March 11, 2005 ("Rate Effective Dates").

- I. All rates in the Agreement not changed by Attachments 1 and 2 remain unchanged. The Parties understand and agree that the rates in Attachments 1 and 2 are being incorporated into the Agreement solely to effectuate the rate changes ordered in the Decision and the TRO Remand Order.
- II. Within ninety (90) days of the March 17, 2005, SBC California will make all billing system adjustments for those CPUC Rates and FCC Rates in Attachments 1 and 2 necessary to ensure the Rate Effective Dates are reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs IV and V, below, all of its rights, remedies, and arguments with respect to the FCC's Order on Remand (FCC 04-290), *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 ("TRO Remand Order") (rel. Feb. 4, 2005).

³Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

- III. To the extent the parties have agreed to any rate(s) in their underlying Agreement that differ(s) from the rates in D. 03-07-023 and D. 04-09-063, the rate(s)) set forth in the Agreement shall continue to apply without change.
- IV. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachments 1 and 2 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.
- V. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VI. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- VII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- VIII. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date.

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
<i>This Pricing Appendix contains certain recurring and some non-recurring rates established with final rates in D. 05-03-026.</i>				
NETWORK ELEMENTS				
NETWORK INTERFACE DEVICE (NID)				
NID Interface		NRO	@	@
NID Premise Visit		NRO	@	@
LOOPS				
2-Wire Analog Zone 1	/2/	\$ 9.48	@	@
2-Wire Analog Zone 2	/2/	\$ 12.79	@	@
2-Wire Analog Zone 3	/2/	\$ 26.43	@	@
2-Wire Analog Statewide /1/	/2/	\$ 11.73	@	@
4-Wire Analog Zone 1	/2/	\$ 20.15	@	@
4-Wire Analog Zone 2	/2/	\$ 24.38	@	@
4-Wire Analog Zone 3	/2/	\$ 36.41	@	@
4-Wire Analog Statewide /1/	/2/	\$ 22.41	@	@
4-Wire - CO Facility Interface Connection	/2/	\$3.06	@	@
2-wire Digital Zone 1	/2/	\$ 9.98	@	@
2-wire Digital Zone 2	/2/	\$ 13.34	@	@
2-wire Digital Zone 3	/2/	\$ 27.01	@	@
2-wire Digital Statewide /1/	/2/	\$ 12.25	@	@
4-wire Digital (DS1) Zone 1	/2/, /3/	\$ 48.67	@	@
4-wire Digital (DS1) Zone 2	/2/, /3/	\$ 63.19	@	@
4-wire Digital (DS1) Zone 3	/2/, /3/	\$ 102.76	@	@
4-wire Digital (DS1) Statewide /1/	/2/, /3/	\$ 56.47	@	@
Digital - DS3 Loop Zone 1	/2/, /3/	\$ 474.73	@	@
Digital - DS3 Loop Zone 2	/2/, /3/	\$ 702.79	@	@
Digital - DS3 Loop Zone 3	/2/, /3/	\$ 1,388.30	@	@
Digital - DS3 Loop Statewide /1/	/2/, /3/	\$ 563.73	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	/2/	\$ 1.13	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	/2/	\$ 1.10	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	/2/	\$ 0.94	@	@
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	/2/	\$ 1.11	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	/2/	\$ 0.60	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	/2/	\$ 0.58	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	/2/	\$ 0.50	@	@
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	/2/	\$ 0.59	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	/2/	\$ 0.50	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	/2/	\$ 0.54	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	/2/	\$ 0.58	@	@
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/	/2/	\$ 0.52	@	@
IDSL Capable Loop Option				
Zone 1	/2/	\$ 9.98	@	@
Zone 2	/2/	\$ 13.34	@	@
Zone 3	/2/	\$ 27.01	@	@
Statewide /1/	/2/	\$ 12.25	@	@
DSL Capable Loops				
2-Wire xDSL Loop				
PSD #1 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #1 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #1 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #1 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #2 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #2 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #2 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #2 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #3 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #3 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #3 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #3 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #4 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #4 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #4 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
PSD #4 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #5 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #5 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #5 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #5 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #7 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #7 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #7 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #7 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
4-Wire xDSL Loop				
PSD #3 - 4-Wire xDSL Loop Zone 1	/2/	\$ 20.15	@	@
PSD #3 - 4-Wire xDSL Loop Zone 2	/2/	\$ 24.38	@	@
PSD #3 - 4-Wire xDSL Loop Zone 3	/2/	\$ 36.41	@	@
PSD #3 - 4-Wire xDSL Loop Statewide /1/	/2/	\$ 22.41	@	@
LOCAL SWITCHING CAPABILITY				
Ports				
Analog Line Port/Basic Port/without loop	/2/	\$ 4.29	@	@
Analog Line Port/Basic Port/with loop	/2/	\$ 4.29	@	@
Coin Port	/2/	\$ 4.29	@	@
Centrex Port	/2/	\$ 4.29	@	@
Analog DID Trunk Port	/2/	\$ 7.18	@	@
DID Number Block	/2/	\$ 0.94		
ISDN BRI Port	/2/	\$ 6.04	@	@
Trunk Port DS1-Port	/2/	\$ 133.67	@	@
Vertical Features				
Call Forwarding Variable	/2/	\$0.0000	@	@
Busy Call Forwarding	/2/	\$0.0000	@	@
Delayed Call Forwarding	/2/	\$0.0000	@	@
Call Waiting	/2/	\$0.0000	@	@
Three Way Calling	/2/	\$0.0000	@	@
Call Screen	/2/	\$0.0000	@	@
Message Waiting Indicator	/2/	\$0.0000	@	@
Repeat Dialing	/2/	\$0.0000	@	@
Call Return	/2/	\$0.0000	@	@
Call Forwarding Busy/delay	/2/	\$0.0000	@	@
Remote Call Forwarding	/2/	\$0.0000	@	@
Speed Calling 8	/2/	\$0.0000	@	@
Speed Calling 30	/2/	\$0.0000	@	@
Intercom	/2/	\$0.0000	@	@
Intercom Plus	/2/	\$0.0000	@	@
Remote Access to Call Fwding	/2/	\$0.0000	@	@
Select Call Forward	/2/	\$0.0000	@	@
Direct -Shared	/2/	\$0.0000	@	@
Direct -Unshared	/2/	\$0.0000	@	@
Call Trace	/2/	\$0.0000	@	@
Speed Call 6	/2/	\$0.0000	@	@
Call Restriction	/2/	\$0.0000	@	@
Distinctive Ringing	/2/	\$0.0000	@	@
Directed Call Pickup	/2/	\$0.0000	@	@
WATS Access per Port	/2/	\$0.0000	@	@
WATS Access per Group	/2/	\$0.0000	@	@
Caller ID	/2/	\$0.0000	@	@
Caller ID Blocking	/2/	\$0.0000	@	@
Caller Hold	/2/	\$0.0000	@	@
DNCF	/2/	\$0.0000	@	@
Call Waiting ID	/2/	\$0.0000	@	@
Anonymous Call Rejection	/2/	\$0.0000	@	@
Call Transfer Disconnect - Restricted	/2/	\$0.0000	@	@
Call Transfer Disconnect - Unrestricted	/2/	\$0.0000	@	@
Basic Port/Analog Line Port Features per feature (per port)				
Hunting	/2/	\$0.0000	@	@
Centrex-Like Features				
Automatic Callback	/2/	\$0.0000	@	@
Call Forwarding Variable	/2/	\$0.0000	@	@
Call Forwarding BusyLine	/2/	\$0.0000	@	@
Call Forwarding Don't Answer	/2/	\$0.0000	@	@
Call Hold	/2/	\$0.0000	@	@
Call Pick-up (Group and Station)	/2/	\$0.0000	@	@
Call Waiting - Intragroup	/2/	\$0.0000	@	@
Call Waiting - Originating	/2/	\$0.0000	@	@

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
Call Waiting - Incoming	/2/	\$0.0000	@	@
Caller ID	/2/	\$0.0000	@	@
Caller ID Blocking	/2/	\$0.0000	@	@
Conferencing - Station Controlled - Large	/2/	\$0.0000	@	@
Conferencing - Station Controlled - Small	/2/	\$0.0000	@	@
Directed Call Pick-up - Group - Barge-In	/2/	\$0.0000	@	@
Directed Call Pick-up - Group - Non-Barge-In	/2/	\$0.0000	@	@
Distinctive Ringing and Call Waiting Tone	/2/	\$0.0000	@	@
Message Waiting Indicator - Stutter DT	/2/	\$0.0000	@	@
Remote Access to Call Forwarding	/2/	\$0.0000	@	@
Call Transfer - DID to DOD	/2/	\$0.0000	@	@
Speed Calling - Individual (6 or 8)	/2/	\$0.0000	@	@
Speed Calling - Individual (30)	/2/	\$0.0000	@	@
Speed Calling - Group (30)	/2/	\$0.0000	@	@
Centrex Simultaneous Ring One Number (CSR ON)	/2/	\$0.0000	@	@
Centrex Simultaneous Ring Regular	/2/	\$0.0000	@	@
Local Switching				
Interoffice - Originating				
Setup per Call	/2/	\$0.0000		
Holding Time per MOU	/2/	\$0.0000		
Interoffice - Terminating				
Setup per Call	/2/	\$0.0000		
Holding Time per MOU	/2/	\$0.0000		
Intraoffice				
Setup per Call	/2/	\$0.0000		
Holding Time per MOU	/2/	\$0.0000		
Tandem Switching				
Setup per Call	/2/	\$ 0.000453		
Setup per Completed Message	/2/	\$ 0.000176		
Holding Time per MOU	/2/	\$ 0.000453		
TRUNK PORT TERMINATION				
End Office Dedicated DS-1 Port	/2/	\$ 140.37	@	@
Tandem Dedicated DS1-Port	/2/	\$0.00	@	@
Interoffice Transmission Facility				
Shared Transport				
Fixed Mileage	/2/	\$0.001182		
Variable Mileage	/2/	\$0.000021		
Switched Transport - Shared Overflow				
Fixed Mileage	/2/	\$0.010665		
Variable Mileage	/2/	\$0.000021		
Switched Transport - Common				
Fixed Mileage	/2/	\$0.001251		
Variable Mileage	/2/	\$0.000021		
Unbundled Loops provided over DLC to an Entrant as a Digital Facility				
Per Digital Facility	/2/	\$ 23.88	@	@
Per Voice Line Activated	/2/	\$ 5.56	@	@
Entrance Facilities				
Voice Grade (2W)	/2/	\$ 22.37	@	@
Voice Grade (4W)	/2/	\$ 44.84	@	@
DS1	/2/	\$ 150.05	@	@
DS3 w/equipment	/2/	\$ 1,834.49	@	@
DS-3 w/o equip	/2/	\$ 143.53	@	@
Expanded Interconnection Service Cross Connect (EISCC)				
Basic/Voice Grade/ISDN				
EISCC	/2/	\$0.40	@	@
Jack Panel	/2/	\$1.65	@	@
DS0				
EISCC	/2/	\$24.78	@	@
Jack Panel	/2/	\$5.32	@	@
DS1				
EISCC	/2/ , /3/ , /4/	\$16.02	@	@
Jack Panel	/2/	\$2.31	@	@
Repeater	/2/	\$23.47	@	@
DS3				
EISCC	/2/ , /3/ , /4/	\$45.68	@	@

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
Jack Panel	/2/	\$25.77	@	@
Repeater	/2/	\$101.19	@	@
Dark Fiber				
Dark Fiber - Interoffice per strand	/2/ , /4/ , /5/	\$10.92	\$ 1,678.32	\$ 1,678.32
Dark Fiber - Interoffice per foot	/2/ , /4/ , /5/	\$0.000167	N/A	N/A
Dark Fiber Loop - CO to Customer Prem, per strand	/2/ , /5/	\$10.80	\$ 927.33	\$ 927.33
Dark Fiber Loop - CO to Customer, per foot	/2/ , /5/	\$0.000108	N/A	N/A
Dark Fiber Cross Connect - Interoffice	/2/ , /4/ , /5/	\$6.74	\$ 126.59	\$ 126.59
Dark Fiber Cross Connect - Loop	/2/ , /5/	\$6.74	\$ 70.29	\$ 70.29
Dark Fiber - Loop Inquiry	/2/		\$ 131.60	\$ 131.60
Dark Fiber - Interoffice Inquiry	/2/		\$ 371.80	\$ 371.80
Interoffice Transport				
Voice Grade				
Fixed Mileage	/2/	\$ 4.52	@	@
Variable Mileage	/2/	\$ 0.01	@	@
DS-1				
Fixed Mileage	/2/ , /4/	\$ 33.49	@	@
Variable Mileage	/2/ , /4/	\$ 0.25	@	@
DS-3				
Fixed Mileage	/2/ , /4/	\$ 475.95	@	@
Variable Mileage	/2/ , /4/	\$ 4.81	@	@
MULTIPLEXING				
DS-1/DS-0 MUX	/2/	\$ 255.54	@	@
DS-3/DS-1 MUX	/2/	\$ 287.85	@	@
DIGITAL CROSS CONNECT SYSTEM (DCS) - Multiplexing				
DS0/DS1 Per Channel	/2/	\$ 10.65	@	@
DS1/DS3 Per Channel	/2/	\$ 10.28	@	@
White Page Listings				
CLEC Listing	/2/	\$ 0.35	@	@
Operator Services				
Directory Assistance per call	/2/	\$ 0.35	@	@
Operator Services per Work Second	/2/	\$ 0.03	@	@
Data Base Query				
800 - Database - Per Query	/2/	0.002095	@	@
Line Information Database (LIDB) - Per Query	/2/	0.002478	@	@
Validation Query	/2/	0.002478	@	@
OLNS Query	/2/	0.002478	@	@
CNAM Query	/2/	0.002478	@	@
SS7 SIGNALING SYSTEM 7				
SS7 Links				
Voice Grade Fixed	/2/	\$ 4.52	@	@
Variable Mileage	/2/	\$ 0.01	@	@
DS-1 Fixed	/2/	\$ 31.62	@	@
Variable Mileage	/2/	\$ 1.84	@	@
STP Port	/2/	\$ 261.71	@	@
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				
End Office Local Termination - Interoffice Terminating				
Set up charge, per call	/2/	\$ 0.001448		
Duration charge, per MOU	/2/	\$ 0.001360		
Tandem Switching - Shared Transport				
Setup per Call	/2/	\$ 0.000453		
Setup per Completed Message	/2/	\$ 0.001536		
Holding Time per MOU	/2/	\$ 0.000453		
Switch Transport Common				
Fixed Mileage	/2/	\$0.001182		
Variable Mileage	/2/	\$0.000021		

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 1
SBC CA/CLEC

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
/1/	CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. <u>CLECs may not use both rate structures.</u>			
/2/	The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.			
/3/	To the extent CLEC is ordering DS1/DS3 loops and associated cross connects in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable, SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate.			
/4/	To the extent CLEC is ordering DS1/DS3 transport and associated cross connects and mileage in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii) or Dark Fiber Transport and associated cross connects and mileage between any pair of wire centers as described in Rule 51.319(e)(2)(iv), as applicable, SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate.			
/5/	SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate			

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
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ATTACHMENT 2
SBC CA/CLEC

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS									
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CROSS CONNECT									
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SIMPLE)	/1/	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MULTIPLEXING									
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	/1/	\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	/1/	\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC CA/CLEC

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)									
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMLPX)	/1/	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$56.52	\$51.55	\$52.11	\$49.54	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.74	\$23.94	\$24.51	\$22.04	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$2.89	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PORT									
CENTREX STATION FEATURES - INITIAL (MAN/FAX	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE)	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$9.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES									
(IOF) DEDICATED TRANSPORT									
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$44.91	\$0.00	\$42.48	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	/1/	\$46.65	\$18.81	\$0.00	\$14.77	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	/1/	\$0.73	\$0.73	\$0.00	\$0.00	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	/1/	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - INITIAL (MECHANIZED)	/1/	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	/1/	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - INITIAL (MECHANIZED)	/1/	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES									
(IOF) ENTRANCE FACILITY									
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$48.15	\$0.00	\$42.48	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$46.65	\$22.25	\$0.00	\$14.77	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (MECHANIZED)	/1/	\$0.32	\$0.32	\$0.00	\$0.00	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	/1/	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	/1/	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	/1/	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	/1/	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00

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		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LINK									
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	\$21.03	\$24.33	\$18.87	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.57	\$8.57	\$15.50	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
DSL CAPABLE LOOPS:									
2-Wire Digital Loop ISDN/IDSL									
PSD #1 - 2-Wire Digital Loop ISDN/IDSL									
Initial - manual/fax - complex	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00

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		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
2-Wire xDSL Loop									
PSD #1 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #2 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #3 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #4 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #5 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #7 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-Wire xDSL Loop									
PSD #3 - 4-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
Initial - cesar/lex - complex	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00

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		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
Additional - manual/fax - complex	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT									
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	/1/	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$2.02	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$2.02	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX SYSTEM ESTABLISH (NO SERIVE ORDER)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$26.72	\$15.61	\$26.72	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	/1/	\$69.67	\$47.74	\$47.74	\$41.67	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.49	\$0.49	\$27.71	\$18.22	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
NETWORK INTERFACE DEVICE (NID)									
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	/1/	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - SIMPLE/COMPLEX)	/1/	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00

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		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
SIGNALING AND DATABASE CAPABILITIES									
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$164.68	\$54.21	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00
TRUNK PORT TERMINATION									
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
/1/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.									

CALIFORNIA INTERCONNECTION AGREEMENTS - PROJECT FOR K. Vlayka (provided data from CMA pull on 3-28-05)

CLEC NAME	SUBJECT	CONTACT NAME	TITLE	ADDRESS1	ADDRESS2	CITY	ST	ZIP	DBA	SIGNED BY CXR	SIGNED BY SBC	APP B/PUC
1-800-RECONEX, Inc.	Cvr Ltr MANDATE D0503026 041905	William E. Braun	Vice President & General Counsel	2500 Industrial Avenue		Hubbard	OR	97032		1/31/01	2/7/01	6/28/01
A+ Wireless, Inc.	Cvr Ltr MANDATE D0503026 041905	Alan Kosh		5700 Moon Drive		Ventura	CA	93003	Advantage Wireless			3/30/03
Access One, Inc.	Cvr Ltr MANDATE D0503026 041905	Mark A. Jozwiak	Executive Vice President	820 W. Jackson	Suite 650	Chicago	IL	60607		8/7/00	8/14/00	11/21/00
ACN Communications Services, Inc.	Cvr Ltr MANDATE D0503026 041905	John Tassone	Sr Director-Local Services Development	2440 Ridgeway Avenue	Suite 120	Rochester	NY	14626				3/8/03
Adir International Export Ltd.	Cvr Ltr MANDATE D0503026 041905	Dan Margolis	Director - Telecom Division	1605 W Olympic Blvd	Suite 701	Los Angeles	CA	90015	La Curacao			5/30/04
Advanced TelCom, Inc.	Cvr Ltr MANDATE D0503026 041905	J. Jeffery Oxley	EVP, Gen Counsel & Secretary	c/o Eschelon Telecom, Inc.	730 Second Avenue South, Suite 900	Minneapolis	MN	55402				4/7/02
Airespring, Inc.	Cvr Ltr MANDATE D0503026 041905	Avi Lonstein	Chief Executive Officer	6060 Sepulveda Blvd	2nd Floor	Van Nuys	CA	91411				6/26/03
Allegiance Telecom of California, Inc.	Cvr Ltr MANDATE D0503026 041905	Gegi Leeger	Director Regulatory Contracts	11111 Sunset Hills Road		Reston	VA	20190				1/30/04
Amcom Communications Corporation	Cvr Ltr MANDATE D0503026 041905	Jayne Amirie	President/CEO	2973 Harbor Blvd.	Room 163	Costa Mesa	CA	92626				2/15/04
Anew Telecommunications Corporation	Cvr Ltr MANDATE D0503026 041905	John L. Clark	Attorney	c/o Goodin, MacBride, Squeri, Ritchie & Day, LLP	505 Sansome Street, Suite 900	San Francisco	CA	94111	Call America			2/6/02
Apex Telecom, Inc.	Cvr Ltr MANDATE D0503026 041905	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607		4/15/03		7/10/03
Arrival Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Mike Mulkey	Vice Pres-Policy & Carrier Relations	1807 19th Street		Bakersfield	CA	93301				7/12/02
AT&T Communications of California, Inc.	Cvr Ltr MANDATE D0503026 041905	L. Fredrik Cederqvist	District Manager-Local Negotiations	32 Avenue of the Americas	Room E 561	New York	NY	10013				8/13/00
Backbone Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Lisa Derme		515 S. Flower Street	Suite 4350	Los Angeles	CA	90068				4/4/00
BAK Communications, LLC	Cvr Ltr MANDATE D0503026 041905	Anthony Manzilla	Operations Manager	951 Old County Road	Suite 239	Belmont	CA	94002		10:30 AM CST 1/27/04	03-28-05 2/2/04	4/1/04
BCN Telecom, Inc.	Cvr Ltr MANDATE D0503026 041905	Lance J.M. Steinhart	Attorney At Law	c/o Lance J. M. Steinhart, P.C.	1720 Windward Coucourse, Suite 250	Alpharetta	GA	30005				11/11/04
Blue Casa Communications, LLC	Cvr Ltr MANDATE D0503026 041905	Don Oas	Chief Executive Officer	1902 Cleveland Avenue		Santa Barbara	CA	93103				5/24/03
Broadview Networks, Inc.	Cvr Ltr MANDATE D0503026 041905	Steve Bogdan	Regulatory Manager	400 Horsham Road	Suite 130	Horsham	PA	19044				4/23/03
Brooks Fiber Communications	Cvr Ltr MANDATE D0503026 041905		Vice Pres & Chief Technology Counsel	1133 19th Street NW		Washington	DC	20036				10/11/01
Budget Phone, Inc.	Cvr Ltr MANDATE D0503026 041905	Arthur L. Magee	Comptroller	6901 West 70th		Shreveport	LA	71149		8/21/02	8/27/02	12/16/02
BullsEye Telecom, Inc.	Cvr Ltr MANDATE D0503026 041905	Dan Gonos	Regulatory Consultant	25900 Greenfield Road	Suite 330	Oak Park	MI	48237		9/5/02	9/11/02	12/17/02
C.F. Communications, LLC	Cvr Ltr MANDATE D0503026 041905	Anthony Zabit	CFO	3221 20th Street	2nd Floor	San Francisco	CA	94110	Telekenex			10/5/02

CALIFORNIA INTERCONNECTION AGREEMENTS - PROJECT FOR K. Vlayka (provided data from CMA pull on 3-28-05)

CLEC NAME	SUBJECT	CONTACT NAME	TITLE	ADDRESS1	ADDRESS2	CITY	ST	ZIP	DBA	SIGNED BY CXR	SIGNED BY SBC	APP B/PUC
California Catalog & Technology, Inc.	Cvr Ltr MANDATE D0503026 041905	Kelly Pool	Director of Operations	1015 Black Diamond Way		Lodi	CA	95240	CCT Telecommunications			10/18/03
Cat Communications International, Inc.	Cvr Ltr MANDATE D0503026 041905	Stephen Athanson	Corporate Counsel	3435 Chip Drive		Roanoke	VA	24012		1/14/04	1/22/04	5/6/04
Cbeyond Communications, LLC	Cvr Ltr MANDATE D0503026 041905	Julia Strow	Vice President Regulatory	320 Interstate North Parkway	Suite 300	Atlanta	GA	30339				6/3/04
Charter Fiberlink CA - CCO, LLC	Cvr Ltr MANDATE D0503026 041905	Christopher W. Savage	Attorney	c/o Cole, Raywid & Braverman, L.L.P.	1919 Pennsylvania Ave, NW, Suite 200	Washington	DC	20006				12/17/04
Choice Telecomm, LLC	Cvr Ltr MANDATE D0503026 041905	Gustavo Cortez	President-CEO	837 Industrial Road	Suite E	San Carlos	CA	94070		1/27/04	2/12/04	5/6/04
Citizens Telecommunications Company	Cvr Ltr MANDATE D0503026 041905	Jenny Smith	Manager-Inerconnection Services	9260 E. Stockton Boulevard		Elk Grove	CA	95624				3/24/02
Com Express, Inc.	Cvr Ltr MANDATE D0503026 041905	Montie Fortcamp	President	750 Mendocino Ave	Suite 202	Santa Rosa	CA	95401				1/10/03
Comcast Phone of California, LLC	Cvr Ltr MANDATE D0503026 041905	John G. Sullivan	Vice President-Legal & Regulatory	1500 Market Street		Philadelphia	PA	19102				3/8/03
Comm South Companies, Inc.	Cvr Ltr MANDATE D0503026 041905	Sheri Pringle	Director-Carrier Oprns & Reg Affairs	8035 East R. L. Thornton	Suite 410	Dallas	TX	75228	California Comm South	6/6/02	6/13/02	11/7/02
CommPartners, LLC	Cvr Ltr MANDATE D0503026 041905	David Clark	President	3291 North Buffalo Drive	Suite 3	Las Vegas	NV	89129				
Competisys Corporation	Cvr Ltr MANDATE D0503026 041905	William C. Prentice	Chairman/Chief Executive Officer	1402 Michelson Dr	Suite 232	Irvine	CA	92612				1/14/04
Competitive Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Larry Halstead	CFO	3751 Merced Drive	Suite A	Riverside	CA	92503		8/7/02	8/13/02	11/21/02
Covad Communications Company	Cvr Ltr MANDATE D0503026 041905	Catherine F. Boone	Vice President-External Affairs	100 Congress Avenue	Suite 2000	Austin	TX	78701			4/21/97	6/25/97
Cox California Telcom, LLC	Cvr Ltr MANDATE D0503026 041905	Douglas Garrett	Vice President-Regulatory Affairs	2200 Powell St	Suite 1035	Emeryville	CA	94608				3/16/02
CRC Communications of California, Inc.	Cvr Ltr MANDATE D0503026 041905	Sean P. Beatty	Attorney	c/o Cooper, White & Cooper, LLP	201 California Street, 17th Floor	San Francisco	CA	94111				3/1/01
Creative Interconnect Communications, LLC	Cvr Ltr MANDATE D0503026 041905	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070				8/24/02
Cypress Communications Operating Company, Inc.	Cvr Ltr MANDATE D0503026 041905	Walt Saprnov	Attorney	Three Ravinia Drive	Suite 1455	Atlanta	GA	30346				6/8/03
DigitalNetPhone, LLC	Cvr Ltr MANDATE D0503026 041905	Vic Jackson	Vice President-Regulatory Affairs	2377 Seminole Dr		Okemos	MI	48864				1/14/04
DMR Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Glenn Stover	Counsel	c/o Stover Law	301 Howard Street, Suite 830	San Francisco	CA	94105				2/14/03
dPi Teleconnect, L.L.C.	Cvr Ltr MANDATE D0503026 041905	Brian A. Bolinger		2997 LBJ Freeway	Suite 225	Dallas	TX	75234		5/22/03	7/7/03	10/2/03
DSLnet Communications, LLC	Cvr Ltr MANDATE D0503026 041905	Schula Hobbs	Senior Manager Regulatory Affairs	545 Long Wharf Drive	5th Floor	New Haven	CT	06511				5/4/02
Easton Telecom Services, LLC	Cvr Ltr MANDATE D0503026 041905	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286		1/13/04	1/23/04	11/19/04

CALIFORNIA INTERCONNECTION AGREEMENTS - PROJECT FOR K. Vlayka (provided data from CMA pull on 3-28-05)

CLEC NAME	SUBJECT	CONTACT NAME	TITLE	ADDRESS1	ADDRESS2	CITY	ST	ZIP	DBA	SIGNED BY CXR	SIGNED BY SBC	APP B/PUC
ECI Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Bill Burch	Director of Operations	575 East Locust Avenue	Suite 201	Fresno	CA	93720	ITS Network Services			1/18/03
Electric Lightwave, Inc.	Cvr Ltr MANDATE D0503026 041905	Jenny Smith	Manager-Interconnect Svces.	9260 E. Stockton Blvd.		Elk Grove	CA	95624				5/4/02
Enhanced Communications Group, LLC	Cvr Ltr MANDATE D0503026 041905	Bruce Summers	CEO-Managing Member	312 SE Delaware Avenue		Bartlesville	OK	74003		6/26/03	7/28/03	10/30/03
Enhanced Communications Network, Inc.	Cvr Ltr MANDATE D0503026 041905	Tom Haluskey	Senior Operation Manager	9550 Flair Drive	Suite 409	El Monte	CA	91731	Asian American Association			6/23/04
Ernest Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		5/11/00	5/22/00	8/3/00
Essex Acquisition Corporation	Cvr Ltr MANDATE D0503026 041905	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445		1/6/04	1/29/04	4/1/04
Eureka Telecom LLC	Cvr Ltr MANDATE D0503026 041905	Michael Flagg	Attorney	4380 Boulder Hwy		Las Vegas	VA	89121				2/22/01
Excel Telecommunications, Inc.	Cvr Ltr MANDATE D0503026 041905	Travis Galt	LEC Relations	2440 Marsh Lane		Carrollton	TX	75006		4/5/02	4/12/02	8/8/02
Express Telephone Services, Inc.	Cvr Ltr MANDATE D0503026 041905	Robert Wilson	President	6331 Grapevine Hwy	Suite 250	North Richland Hills	TX	76180				11/27/02
FiberRide, Inc.	Cvr Ltr MANDATE D0503026 041905	John Wilcox		c/o JWE Corp.	241 Calle Pintoresco	San Clemente	CA	92672				7/5/00
FINA Telecommunications, Inc.	Cvr Ltr MANDATE D0503026 041905	Dian Tamplin	Assoc Prod Mgr GT&C	311 South Akard Street	Room 1460.03	Dallas	TX	75202		5/22/02	6/3/02	6/4/02
Focal Communications Corp. of California	Cvr Ltr MANDATE D0503026 041905	Dan Meldazis	Director Regulatory Affairs	200 N LaSalle St	Suite 1100	Chicago	IL	60601				12/8/00
Fones4All Corporation	Cvr Ltr MANDATE D0503026 041905	Bettina Cardona	Executive Director Regulatory	6320 Canoga Ave	Suite 600	Woodland Hills	CA	91367				12/19/02
Frazier Mountain Internet Services, Inc.	Cvr Ltr MANDATE D0503026 041905	Joseph Isaacs	Regulatory Consultant	c/o ISG-Telecom Consultants Intl	838 Village Way, Suite 1200	Palm Harbor	FL	34683				10/28/04
Freedom Starr Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Brian Baltezare	Product Marketing Manager	8730 Sunset Blvd	Suite 700	West Hollywood	CA	90069				1/15/04
Global Crossing Local Services, Inc.	Cvr Ltr MANDATE D0503026 041905	Michael J. Shortley, III	Vice Pres & Gen Counsel-North America	1080 Pittsford Victor Rd		Pittsford	NY	14534			4/2/98	7/2/98
Global Metro Networks California, LLC	Cvr Ltr MANDATE D0503026 041905	Patrick J. Donovan	Attorney	c/o Swidler Berlin Shereff Friedman LLP	3000 K Street, NW, Suite 300	Washington	DC	20007				4/5/01
Global NAPs California, Inc.	Cvr Ltr MANDATE D0503026 041905	William J. Rooney, Jr.	General Counsel	89 Access Road	Suite B	Norwood	MA	02062		8/13/03	8/22/03	9/18/03
GoBeam Services, Inc.	Cvr Ltr MANDATE D0503026 041905	Bob Fultz	Vice President of Strategic Partnerships	5050 Hopyard Blvd	Suite 350	Pleasanton	CA	94588				11/24/00
Granite Telecommunications, LLC	Cvr Ltr MANDATE D0503026 041905	Geoff Cookman	Director-Regulatory Compliance	234 Copeland		Quincy	MA	02169				1/21/04
Great America Networks, Inc.	Cvr Ltr MANDATE D0503026 041905	Eric Bracket	President	707 Wilshire Blvd	Suite 4700	Los Angeles	CA	90017				8/1/04
HighSpeed.Com of California, L.L.C.	Cvr Ltr MANDATE D0503026 041905	Gregory Forge	Vice President & General Counsel	6 West Rose Street	Suite 500	Walla Walla	WA	99362		8/20/99	8/25/99	10/21/99

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ICG Telecom Group, Inc.	Cvr Ltr MANDATE D0503026 041905	Jacque Bird	Director of Network Contract	161 Inverness Drive West		Englewood	CO	80112				2/6/02
IDT America Corp.	Cvr Ltr MANDATE D0503026 041905	David Lucky	Local Services Manager	520 Broad Street	14th Floor	Newark	NJ	7102				11/5/03
Info-Tech Communications	Cvr Ltr MANDATE D0503026 041905	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051				12/15/04
Integrated Communications Consultants, Inc.	Cvr Ltr MANDATE D0503026 041905	Alex Ponnath	Chief Technology Officer	333 Washington Blvd	Suite 15	Marina del Rey	CA	90292				11/18/01
Integrated Telemanagement Services, Inc.	Cvr Ltr MANDATE D0503026 041905	Joseph Isaacs	Regulatory Consultant	co ISG-Telecom Consultants Intl	838 Village Way, Suite 1200	Palm Harbor	FL	34683	Omnicom			
Integrated TeleServices, Inc.	Cvr Ltr MANDATE D0503026 041905	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720				12/21/01
IP Networks, Inc.	Cvr Ltr MANDATE D0503026 041905	Robert K. George	President	30 Corporate Park	Suite 300	Irvine	CA	92606				3/21/02
KMC Data, LLC	Cvr Ltr MANDATE D0503026 041905	Michael Duke	Director of Government Affairs	1755 North Brown Road		Lawrenceville	GA	30043				3/8/03
KMC Telecom V, Inc.	Cvr Ltr MANDATE D0503026 041905	Michael Duke	Director of Government Affairs	1755 North Brown Road		Lawrenceville	GA	30043				3/8/03
Level 3 Communications LLC	Cvr Ltr MANDATE D0503026 041905	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021		2/17/05	2/18/05	
Lightyear Network Solutions, LLC	Cvr Ltr MANDATE D0503026 041905	Kevin Shady	Director - Local	1901 Eastpoint Parkway		Louisville	KY	40223				4/13/02
Looking Glass Networks, Inc.	Cvr Ltr MANDATE D0503026 041905	Charles Polizotti	Director-Carrier Relations	1111 W 22nd Street	Suite 600	Oak Brook	IL	60523				7/20/02
LSSi Corp.	Cvr Ltr MANDATE D0503026 041905	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837				12/20/01
McGraw Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Sadia M. Mendez	Carrier Division Manager	228 East 45th Street	12th Floor	New York	NY	10017				11/24/02
MCI Worldcom Communications, Inc.	Cvr Ltr MANDATE D0503026 041905		Vice Pres & Chief Technology Counsel	1133 19th Street NW		Washington	DC	20036		10-30 AM CST	03-28-05	10/11/01
MCImetro Access Transmission Services, LLC	Cvr Ltr MANDATE D0503026 041905		Vice Pres & Chief Technology Counsel	1133 19th Street NW		Washington	DC	20036		9/19/01	9/21/01	9/25/01
MediaOne Telecommunications	Cvr Ltr MANDATE D0503026 041905	John G. Sullivan	Vice President Legal/Regulatory	1500 Market Street		Philadelphia	PA	19102				9/30/00
MercedNet, Inc.	Cvr Ltr MANDATE D0503026 041905	Marc A. Stone	Senior Vice Pres-Reg & Ext Affairs	450 W 18th Street		Merced	CA	95340				12/5/01
Metropolitan Telecommunications of California, Inc.	Cvr Ltr MANDATE D0503026 041905	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	MetTel			2/7/04
Mpower Communications Corp.	Cvr Ltr MANDATE D0503026 041905	Richard E. Heatter, Esq.	Vice Pres-Legal & Regulatory Affairs	175 Sully's Trail	Suite 300	Pittsford	NY	14534		6/7/01	6/18/01	9/6/01
Navigator Telecommunications, LLC	Cvr Ltr MANDATE D0503026 041905	Michael McAlister	General Counsel	8525 Riverwood Park Drive		North Little Rock	AR	72113		2/28/01	3/14/01	6/28/01
NetLojix Telecom, Inc.	Cvr Ltr MANDATE D0503026 041905	Glenn Stover	Attorney	c/o Stover Law	301 Howard Street, Suite 830	San Francisco	CA	94105				1/29/04

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Network PTS, Inc.	Cvr Ltr MANDATE D0503026 041905	Jose E. Guzman, Jr.	Attorney	c/o Nossaman, Guthner, Knox & Elliott, LLP	50 California Street, 34th Floor	San Francisco	CA	94111				7/4/04
Neutral Tandem-California, LLC	Cvr Ltr MANDATE D0503026 041905	David Tatak	Legal Department	One South Wacker Drive	Suite 200	Chicago	IL	60606				8/6/04
New Access Communications, LLC	Cvr Ltr MANDATE D0503026 041905	Vicki Grunseth	CIO	801 Nicollet Mall	Suite 350	Minneapolis	MN	55402				10/12/03
New Edge Network, Inc.	Cvr Ltr MANDATE D0503026 041905	Penny H. Bewick	Vice President	3000 Columbia House Blvd	Suite 106	Vancouver	WA	98661	New Edge Networks	3/2/00	3/15/00	6/8/00
NEXTLINK California, Inc.	Cvr Ltr MANDATE D0503026 041905	Michael A. Morris	Director - Regulatory Affairs	1 Front Street	Suite 1850	San Francisco	CA	94111	XO California			3/1/00
nii communications, Ltd.	Cvr Ltr MANDATE D0503026 041905	Kenneth F. Melley, Jr	Vice President-Market Development	1717 N. Loop 1604 East	Suite 250	San Antonio	TX	78232		1/26/01	2/7/01	4/19/01
Norcast Communications Corporation	Cvr Ltr MANDATE D0503026 041905	Michael Gayaldo	Vice President Market Development	6360 Edna Valley Road		San Luis Obispo	CA	93401				8/8/02
North County Communications	Cvr Ltr MANDATE D0503026 041905	Todd Lesser		3802 Rosecrans Street		San Diego	CA	92110			4/21/98	7/2/98
O1 Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Keenan Davis	Attorney	1515 K Street	Suite 100	Sacramento	CA	95814				1/23/00
OnePoint Communications Colorado, LLC	Cvr Ltr MANDATE D0503026 041905	Richard P. Kolb	Vice President-Regulatory	Two Conway Park	150 Field Drive, Suite 300	Lake Forest	IL	60045			9/26/01	1/15/03
Pacific Centrex Services, LLC	Cvr Ltr MANDATE D0503026 041905	Joshua A. Ploude		6855 Tujunga Avenue		North Hollywood	CA	91605				1/15/03
Pac-West Telecomm Inc.	Cvr Ltr MANDATE D0503026 041905	Mart McCann	Regulatory Manager	1776 W. March Lane	Suite 250	Stockton	CA	95207				5/15/03
PaeTec Communications Inc.	Cvr Ltr MANDATE D0503026 041905	J. T. Ambrosi	Vice President, Carrier & Govt Relations	1 PAETEC Plaza	600 Willowbrook Office Park	Fairport	NY	14450		10/30/00	11/13/00	1/15/03
Pajocom, LLC	Cvr Ltr MANDATE D0503026 041905	David O. Klein	Attorney	c/o Klein, Zelman, Rothermel & Dichter, LLP	485 Madison Avenue	New York	NY	10022				5/30/04
PAXIO, Inc.	Cvr Ltr MANDATE D0503026 041905	Phil Clark		10568 Magnolia Avenue	Suite 127	Anaheim	CA	92804				8/1/04
PhoneCo, L.P.	Cvr Ltr MANDATE D0503026 041905	Michelle Chuang	Attorney	c/o Foster, Malish & Blair	1403 W Sixth Street	Austin	TX	78703				11/8/03
PNG Telecommunications, Inc.	Cvr Ltr MANDATE D0503026 041905	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014				8/6/04
Preferred Carrier Services, Inc.	Cvr Ltr MANDATE D0503026 041905	Alex Valencia	Vice President	14681 Midway Road	Suite 105	Addison	TX	75001	Phones For All (Telefonos Para Todos)	10/12/01	10/22/01	1/15/03
Preferred Long Distance, Inc.	Cvr Ltr MANDATE D0503026 041905	Jerry Nussbaum	President	16830 Venture Blvd	Suite 350	Encino	CA	91436				8/31/04
Premiere Network Services, Inc.	Cvr Ltr MANDATE D0503026 041905	Jacquetta Peace	Dir-Legal & Reg/Special Projects	1510 N. Hampton Road	Suite 120	DeSoto	TX	75115				1/15/03
Pre-Paid Tel.Com Inc.	Cvr Ltr MANDATE D0503026 041905	Stephen Goodman	Chief Financial Officer	409 Center Street		Yuba City	CA	95991				11/8/03
PTP Telecommunications	Cvr Ltr MANDATE D0503026 041905	Dian Tamplin	Assoc Prod Mgr-GT&C	311 S. Akard	Room 1460.03	Dallas	TX	75202		7/25/03	8/5/03	8/6/03

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Quality Telephone, Inc.	Cvr Ltr MANDATE D0503026 041905	Frank McGovern	Manager	301 North Market Street	Fourth Floor	Dallas	TX	75214		8/25/04	9/3/04	11/19/04
QuantumShift Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Jenna Brown	Manager - Regulatory Affairs	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583		7/3/03	7/9/03	10/2/03
Qwest Communications Corporation	Cvr Ltr MANDATE D0503026 041905	Kristin L. Smith	Attorney	1801 California Street	Suite 4900	Denver	CO	80202				4/24/03
RCN Telecommunication Services	Cvr Ltr MANDATE D0503026 041905	Anthony M. Black	Attorney	c/o Swidler Berlin Shereff Friedman, LLP	3000 K Street, NW, Suite 300	Washington	DC	20007	RCN Telecom Services, Inc.			1/15/03
RGB Communications, LLC	Cvr Ltr MANDATE D0503026 041905	Bob Brentnall		95 E. San Martin Avenue		San Martin	CA	95046	RGB			1/15/03
Roseville Telephone Company	Cvr Ltr MANDATE D0503026 041905	Greg Gierczak	Executive Director-Regulatory	8150 D Industrial Ave		Roseville	CA	95678	SureWest Broadband			1/15/03
Sage Telecom, Inc.	Cvr Ltr MANDATE D0503026 041905	Robert W. McCausland	Vice President Regulatory Affairs	805 Central Expressway South	Suite 100	Allen	TX	75013				9/18/02
SBC Advanced Solutions, Inc.	Cvr Ltr MANDATE D0503026 041905	David G. Hammock	RVP-Carrier/Supplier Mgmt	308 S. Akard	Room 1502	Dallas	TX	75202		2/1/05	2/7/05	
SCC Communications Corp.	Cvr Ltr MANDATE D0503026 041905	Susan McGurkin	Paralegal	c/o Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503		9/4/01	9/5/01	9/20/01
Sempra Communications	Cvr Ltr MANDATE D0503026 041905	Steve Lizanich	Vice President, Operations	101 Ash Street	3rd Floor	San Diego	CA	92101	Sempra			1/15/03
Seren Innovations, Inc.	Cvr Ltr MANDATE D0503026 041905	Cress Gackle	Market Development Team Leader	15 South 5th Street	Suite 500	Minneapolis	MN	55402	Astound Broadband	3/21/02	4/1/02	1/15/03
Southern California Edison Company	Cvr Ltr MANDATE D0503026 041905	Thomas K. Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	Edison Carrier Solutions	5/14/99	5/25/99	1/15/03
Sprint Communications Company, L.P.	Cvr Ltr MANDATE D0503026 041905	W. Richard Morris	Vice President-External Affairs	6450 Sprint Parkway	KSOPHN0214-2A721	Overland Park	KS	66251		9/11/02	9/27/02	1/16/03
Supra Telecommunications & Information Systems, Inc.	Cvr Ltr MANDATE D0503026 041905	Zena Durr		2620 SW 27th Avenue	4th Floor	Miami	FL	33166				7/8/03
SureWest Televideo	Cvr Ltr MANDATE D0503026 041905	Fred Arcuri	Senior Vice President & COO	200 Vernon		Roseville	CA	95678	SureWest Broadband	10-30 AM CST 03-28-05		1/15/03
Symtelco, LLC	Cvr Ltr MANDATE D0503026 041905	Greg Hogan	President	1385 Weber Industrial Drive		Cumming	GA	30041				
Talk America Inc.	Cvr Ltr MANDATE D0503026 041905	Craig H. Pizer	Associate General Counsel	6805 Route 202		New Hope	PA	18938				10/23/02
TC Telephone LLC	Cvr Ltr MANDATE D0503026 041905	John L. Clark	Attorney	c/o Goodin, Macbride, Squeri, Ritchie & Day, LLP	505 Sansome Street, Suite 900	San Francisco	CA	94111				11/26/04
TCAST Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Mark Skinner	Sr Director of Regulatory & Business	24251 Town Center Drive	2nd Floor	Valencia	CA	91355				8/21/02
TCI Telephony Services of CA	Cvr Ltr MANDATE D0503026 041905	John G. Sullivan	Vice President/Legal & Regulatory	1500 Market Street		Philadelphia	PA	19102			11/22/96	1/6/97
Tel West Communications, LLC	Cvr Ltr MANDATE D0503026 041905	Donald O. Taylor	Consultant	24428 - 145th Place SE		Seattle	WA	98052				10/26/03
Telecom Consultants, Inc.	Cvr Ltr MANDATE D0503026 041905	Jack Burk	President	745 East Locust Avenue	Suite 109	Fresno	CA	93720				3/14/04

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TeleMex International	Cvr Ltr MANDATE D0503026 041905	Oscar Peralta	Vice President Operations	4111 Buchanan St		Riverside	CA	92503				2/6/04
Telephone Connection Local Services, LLC	Cvr Ltr MANDATE D0503026 041905	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035				6/26/03
Telephone Service Incorporated	Cvr Ltr MANDATE D0503026 041905	Charles G. Taylor, Jr.	President	4935 Victor Street		Dallas	TX	75214	FriendlyLEC			8/9/03
Telscape Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Jeff Compton	Director Carrier Relations	606 E. Huntington Drive		Monrovia	CA	91016				6/21/02
TESCO	Cvr Ltr MANDATE D0503026 041905	Edwin D. Jones		355 Starling Road		Mill Valley	CA	94941		1/25/99	2/17/99	1/15/03
TGEC Communications Co., LLC	Cvr Ltr MANDATE D0503026 041905	George Haymaker	President	191 West 25th Ave		San Mateo	CA	94403	Free Choice Communications	5/12/00	5/15/00	1/15/03
Think 12 Corporation	Cvr Ltr MANDATE D0503026 041905	James Park	Manager of Provisioning & Regulatory	1530 Barclay Blvd		Buffalo Grove	IL	60089	Hello Depot	1/29/04	2/12/04	5/6/04
Time Warner Telecom of California, L.P.	Cvr Ltr MANDATE D0503026 041905	Tina Davis	Vice Pres/Deputy Gen Counsel	10475 Park Meadows Drive		Littleton	CO	80124		9/27/02	10/4/02	1/17/03
Trans National Communications International, Inc.	Cvr Ltr MANDATE D0503026 041905	Matthew Brown	Consultant	c/o CLEC Strategies	3934 Eden Roc Circle East	Tampa	FL	33634		2/27/04	4/6/04	8/29/04
Tri-M Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Denise Mortiz	Vice President of Carrier Relations	820 State Street	5th Floor	Santa Barbara	CA	93101	TMC Communications			1/15/03
Trinsic Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Ron A. Walters	Vice President-Industry Policy	601 South Harbour Island Blvd.	Suite 220	Tampa	FL	33602				10/11/03
U.S. TelePacific Corporation	Cvr Ltr MANDATE D0503026 041905	Dan Rudd	Senior Vice President	515 S Flower Street	47th Floor	Los Angeles	CA	90017	TelePacific Communications			1/15/03
US West Interprise America, Inc.	Cvr Ltr MANDATE D0503026 041905	Anne Cullather	Senior Director Industry Affairs	4250 North Fairfax Drive		Arlington	VA	22203				1/15/03
Utility Telephone, Inc.	Cvr Ltr MANDATE D0503026 041905	Jason Mills	President	5158 Eastview Drive		Stockton	CA	95212				1/17/02
Amy Murphy 214-464-2364 Data is subject to change after report is distributed	Cvr Ltr MANDATE D0503026 041905	Travis Galt	LEC Relations	2440 Marsh Lane		Carrollton	TX	75006		10:30 AM CST 11/27/01	03-28-05 12/10/01	1/15/03
VarTec Telecom, Inc.	Cvr Ltr MANDATE D0503026 041905											
VCI Company	Cvr Ltr MANDATE D0503026 041905	Malia Tasi		3875 Steilacoom Blvd. SW	Suite A	Lakewood	WA	98499		2/3/05	2/17/05	
VCOM Solutions, Inc.	Cvr Ltr MANDATE D0503026 041905	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583				12/20/03
Verizon California Inc.	Cvr Ltr MANDATE D0503026 041905	Jenny M. Wong		One Verizon Way		Thousand Oaks	CA	91362				1/15/03
Verizon Select Services, Inc.	Cvr Ltr MANDATE D0503026 041905	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039				1/15/03
Vycera Communications, Inc.	Cvr Ltr MANDATE D0503026 041905	Derek M. Gietzen	President and Chief Executive Officer	12750 High Bluff Drive	Suite 200	San Diego	CA	92130		2/4/03	2/4/03	1/30/03
Wholesale Airtime, Inc.	Cvr Ltr MANDATE D0503026 041905	Kevin Reno	Vice President-Operations	27515 Enterprise Circle West		Temecula	CA	92590				6/25/03
WITel Local Network, LLC	Cvr Ltr MANDATE D0503026 041905	Adam Kupetsky	Dir of Reg & Reg Counsel	One Technology Center, TC 15H		Tulsa	OK	74103		6/25/02	6/28/02	1/15/03

CALIFORNIA INTERCONNECTION AGREEMENTS - PROJECT FOR K. Vlayka (provided data from CMA pull on 3-28-05)

CLEC NAME	SUBJECT	CONTACT NAME	TITLE	ADDRESS1	ADDRESS2	CITY	ST	ZIP	DBA	SIGNED BY CXR	SIGNED BY SBC	APP B/PUC
Winstar Communications, LLC	Cvr Ltr MANDATE D0503026 041905	Joseph M Sandri, Jr	Sr Vice Pres & Regulatory Counsel	1850 M Street NW	Suite 300	Washington	DC	20036	Winstar Wireless of California	4/8/02	4/10/02	1/15/03
WorldxChange Corp.	Cvr Ltr MANDATE D0503026 041905	Karen E. Wilkins	Regulatory Specialist	c/o Lance J. M. Steinhart, P.C.	1720 Windward Concourse, Suite 250	Alpharetta	GA	30005				11/11/04
WTI Advantage Products, Inc.	Cvr Ltr MANDATE D0503026 041905	John L. Clark	Attorney	c/o Goodin, MacBride, Squeri, Ritchie & Day, LLP	505 Sansome Street, Suite 900	San Francisco	CA	94111				1/15/03
XYLA Phone Company	Cvr Ltr MANDATE D0503026 041905	Brian Letson	Associate Director	2600 Camino Ramon	Room 3s500ee	San Ramon	CA	94583	XPC	7/10/02	7/15/02	7/16/02
Yipes Transmission, Inc.	Cvr Ltr MANDATE D0503026 041905	Larry Bercovich	Vice President-Government Affairs	114 Sansome Street	11th Floor	San Francisco	CA	94104				1/15/03

Amy Murphy
214-464-2364

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10:30 AM CST
03-28-05

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AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and CLEC ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("Commission") issued D. 04-09-063 adopting final monthly recurring for certain Network Elements rates, including the tandem switching rates;

WHEREAS, D. 04-09-063 contained an error in the Tandem Switching Set Up Per Completed Message rate in Appendices A, B and C of that decision;

WHEREAS, on March 17, 2005, the Commission issued D. 05-03-026 ("Decision") modifying the monthly recurring and non-recurring cost resulting in new recurring and non-recurring rates for Network Elements, including the Tandem Switching Set Up Per Completed Message rate;

WHEREAS, on May 26, 2005, the Commission issued D.05-05-031 correcting the unbundled Tandem Switching Set Up Per Completed Message rate;

WHEREAS, the Parties filed an amendment conforming the Agreement to D.05-03-026 and which amendment ("Amendment D. 05-03-026") included the Tandem Switching Set Up Per Completed Message Rates and incorrect rates for six non-recurring rate elements as well as an incorrect rate for the Reciprocal Compensation Switched Transport Common Fixed Rate Element;

WHEREAS, SBC California billed the correct rate, if any, for the Reciprocal Compensation Switched Transport Common Fixed Rate Element and five of the six nonrecurring rates;

WHEREAS, the Tandem Switching Set Up Per Completed Message rates are effective as of May 26, 2005;

WHEREAS, the nonrecurring rate for Link: Assured-Initial (Cesar/Lex - Simple) - Service Order, Record is effective as of March 17, 2005;

WHEREAS, the Parties are filing this amendment ("Amendment") to correct the unbundled Tandem Switching Set Up Per Completed Message rate, the rates for the six non-recurring rate elements, and the Reciprocal Compensation Switched Transport Common Fixed Rate Element all set forth in the Amendment D. 05-03-026;

WHEREAS, within ninety (90) days of the May 26, 2005, SBC California will make any billing system changes necessary to reflect the corrected Tandem Switching Set Up Per Completed Message and the nonrecurring rate for Link: Assured-Initial (Cesar/Lex - Simple) - Service Order, Record set forth in Attachments A and B to this Amendment; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.²

¹Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

NOW, THEREFORE, the Parties agree as follows:

- I. The Tandem Switching Setup Per Message Rate and Reciprocal Compensation Switched Transport Common Fixed Rate Element set forth on Attachment A which is incorporated into this Amendment by this reference hereby replace and supersede the corresponding rates in the underlying Agreement, subject to the other terms and conditions set forth herein.
- II. The nonrecurring rates for set forth in Attachment B which is incorporated into this Amendment by this reference hereby replace and supersede the corresponding rates in the underlying Agreement, subject to the other terms and conditions set forth herein.
- III. All rates in the Agreement not changed by Attachments A and B remain unchanged.
- IV. Within ninety (90) days of May 26, 2005, SBC California will make all billing system changes necessary to ensure the Rate Effective Dates are reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement.
- V. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachments A and B to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.
- VI. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- VIII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- IX. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date.

		Notes	Monthly	NRC Initial	NRC Additional
			Recurring		
GENERIC TERMINOLOGY	OANAD TERMINOLOGY		and/or Resale	"@" INDICATES TO REFER	
			Discount %	TO THE NONRECURRING	PRICE SHEET FOR RATES
<u><i>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026 and D. 05-05-031.</i></u>					
NETWORK ELEMENTS					
Tandem Switching	Tandem Switching - Shared transport				
Setup per Completed Message	Setup per Completed Message	/1/	0.000629		
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION					
Tandem Switching - Shared Transport					
Setup per Completed Message		/1/	0.000629		
Switch Transport Common					
Fixed Mileage		/1/	0.001251		
/1/	The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.				

RATES

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
PORT									
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LINK									
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
BASIC - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT									
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00

/1/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California¹ ("AT&T") and **CLEC** ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party." This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated February 8, 1996 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, and TRO Remand as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the “Amended Agreement.” Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement’s “change of law,” “intervening law,” “successor rates” and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the California Public Utilities Commission (“Commission”) and shall become effective upon filing with such Commission (the “Amendment Effective Date”).
8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party’s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party’s obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party’s act of incorporating those terms into the Agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ____ day of _____, 2006, by Pacific Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CLEC

Pacific Bell Telephone Company d/b/a AT&T
California by AT&T Operations, Inc., its authorized
agent

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: Executive Director-Regulatory

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

TRO/TRRO ATTACHMENT

0.1 Definitions. The following definitions are applicable to this Attachment.

- 0.1.1 **Building.** For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel, covered walkway, a shared parking garage or parking area.
- 0.1.2 **Fiber-to-the-Curb (FTTC) Loop.** A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU’s MPOE. For purposes of the definition of FTTC and FTTH Loops, *examples of* of a “Predominantly Residential” MDU *include* an apartment building, condominium building, cooperative or planned unit development that allocates more than *fifty* percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer’s premises.
- 0.1.3 **Fiber-to-the-Home Loop.** A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).
- 0.1.4 **Hybrid Loop** is a local Loop that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.
- 0.1.5 **Mass Market Customer** is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.6 **Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops.** In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.1.7 **Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 1 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.8 **Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 2 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.
- 0.1.9 **Tier 3 Wire Centers.** In accordance with Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.
- 0.1.10 **Business Lines.** For purposes of determining Tier 1 and Tier 2 Wire Centers, Business Line tallies shall be calculated in accordance with the FCC’s TRRO, including Rule 51.5 as follows: A Business Line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-

offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines." Centrex and PBX Trunks and Centrex Extensions will be counted as outlined in the ARMIS 43-08 reporting guidelines.

- 0.1.11 **Embedded Base.** Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.12 **A "DS1 Loop",** in accordance with Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 Mbps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.13 **Fiber-Based Collocator.** A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. The term "fiber-based collocator" shall not apply to AT&T, any affiliate of AT&T, or any entity that is currently (as of January 26, 2006) subject to a binding agreement that, if consummated, would result in its becoming an affiliate of AT&T. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1).
- 0.1.14 **DS3 Loops** are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path.
- 0.1.15 **Dedicated Transport** is defined as set forth in Rule 51.319(e)(1). Dedicated DS1 Transport consists of AT&T interoffice transmission facilities that have a total digital speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier. Dedicated DS3 Transport consists of AT&T interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier. Dedicated Dark Fiber Transport consists of unactivated optical interoffice transmission facilities.
- 0.1.16 **"Commingling"** means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other Applicable Law, to one or more facilities or services that CLEC has obtained at wholesale from AT&T, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other Applicable Law, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.
- 0.1.17 **"Commingled Arrangement"** means the arrangement created by Commingling.

- 0.1.18 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).
- 0.1.19 “Rule” refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.
- 0.1.20 “Line Splitting” refers to the situation in which one CLEC provides narrowband voice service over the low frequency portion of a copper Local Loop and a second CLEC provides digital subscriber line service over the high frequency portion of that same copper Local Loop.
- 0.1.21 “Local Loop” means a transmission facility between a distribution frame (or its equivalent) in AT&T’s Central Office and the loop demarcation point (marking the end of AT&T’s control of the Local Loop) at an end user customer premises, including inside wire owned by AT&T. The Local Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, all electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises. The term “Local Loop” includes, but is not limited to, DS-0, DS-1, DS-3, and Dark Fiber Loops and Loops provisioned on Integrated Digital Loop Carrier (“IDLC”).
- 0.1.22 The term “Cross Connect” refers to a cable that connects CLEC’s collocation arrangement to the ILEC’s distribution frame.
- 0.1.23 The term “DS-0” refers to a Local Loop operating at Digital Signal Level Zero capable of transmitting up to 64 kilobits per second.
- 0.1.24 The term “hot cut” refers to an individual transfer of a DS 0/voice grade loop with the live customer’s service(s).
- 0.1.25 The term “Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, and orders of any State or Federal Governmental Authority that apply to the Parties or the subject matter of this Attachment.
- 0.1.26 The term “Relevant Transition Period” means the period established by Applicable Law or this Attachment for CLEC to discontinue or transition to an alternate serving arrangement a service furnished using an unbundled network element that AT&T is no longer obligated by 47 U.S.C. § 251(c)(3) to provide.

1.0 TRO Affected Elements.

- 1.1 TRO-Affected Elements. AT&T shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC’s Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:
- (i) Entrance Facilities (i.e., Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC’s networks with AT&T ILEC’s networks.);
 - (ii) OCn level dedicated transport¹;
 - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops);
 - (iv) OCn loops;
 - (v) the feeder portion of the loop as a stand alone UNE under Section 251;
 - (vi) packet switching, including routers and DSLAMs;

¹ Nothing herein is meant to indicate any agreement as to whether AT&T is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

- (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities, except as provided for in Section 11.2 of this Attachment;
 - (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in Section 11.1.2 of this Attachment;
 - (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching. In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC's finding of non-impairment with respect to SS7 signaling alters CLEC's right to obtain facilities for interconnection of SS7 signaling networks, pursuant to Section 251(c)(2) of the Act for use in connection with the exchange of traffic, nor does anything in this section affect AT&T's on-going obligation to provide network elements pursuant to Section 271 of the Act, as addressed in Paragraph 653 of the TRO;
 - (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
 - (xi) line sharing, except as grandfathered as provided in the TRO.
- 1.2 Cessation TRO Affected Elements - New Orders. AT&T is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).
- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, AT&T and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:
- 1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, AT&T will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein ("Identified Facility"). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.
 - 1.3.2 As to any TRO Affected Element for which AT&T provides such notice, AT&T shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from AT&T pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement, which, at CLEC's option, may include any arrangement to which CLEC is entitled under Section 13 below or under Applicable Law.
 - 1.3.2.1 CLEC may elect to replace a TRO Affected Element with a service provisioned on CLEC's own facilities or the facilities or services of a third-party. AT&T and CLEC shall use commercially reasonable efforts to facilitate the preparation of the relevant facilities or the applicable third-party facilities or services to meet the transition schedules.
 - 1.3.2.2 Conversion to State Law-Required Element. CLEC may elect to convert a TRO Affected Element to an analogous element or service that is required under state law, where applicable.
 - 1.3.2.3 Upon request, AT&T shall provide combinations of unbundled Network Elements in accordance with the requirements of this Agreement and Applicable Law, including 47 CFR Section 51.315 AT&T shall not separate CLEC requested unbundled network elements that are already combined unless requested by CLEC.
 - 1.3.3 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration)

and involve other than a “record order” transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed “physical work” for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a “conversion” for which no non-recurring charges are assessable. Where physical work is required in the case of a transition to a tariffed service, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. In the case of a transition to substitute arrangement using section 251 UNEs, such as from UNE-P to UNE-L, no non-recurring disconnect charges shall be assessed for UNEs that will remain in use (i.e., AT&T may assess a new connection charge for the loop, but shall not assess a disconnection charge for the loop). To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning. AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the TRO Affected Element be transitioned to with any disruption to the end user’s service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.

- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and AT&T have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then AT&T will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements.

To avoid any doubt, pursuant to this Attachment, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the Relevant Transition Periods as set forth in Sections 1.0 and 2.0.

- 2.1 AT&T shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, except as follows:
 - 2.1.1 AT&T shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the California Public Utilities Commission. The price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established, if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, AT&T must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment. The Parties acknowledge that if CLEC does not have an Embedded Base of ULS/UNE customers served through the Agreement, then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the

requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law.

2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.

2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that AT&T has available and activated in the Local Circuit Switch.

2.1.1.3 In accordance with Rule 51.319(d)(4)(i), AT&T shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.

2.1.2 AT&T shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending for a particular ULS/UNE-P arrangement upon the earlier of:

- (a) CLEC's disconnection or other discontinuance (except Suspend/Restore) of use of such ULS or UNE-P arrangement;
- (b) CLEC's transition of such ULS Element(s) or UNE-P arrangement to an alternative arrangement; or
- (c) March 11, 2006.

2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement by March 11, 2006. CLEC and AT&T agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.

2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.

2.1.3.2 AT&T will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions

2.1.3.3 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a "conversion" for which no non-recurring charges are assessable. Where physical work is required in the case of a transition to a tariffed service, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or

other non-recurring UNE charges shall apply. In the case of a transition to substitute arrangement using section 251 UNEs, such as from UNE-P to UNE-L, no non-recurring disconnect charges shall be assessed for UNEs that will remain in use (i.e., AT&T may assess a new connection charge for the loop, but shall not assess a disconnection charge for the loop). To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, AT&T, without further notice or liability, will re-price such arrangements to Total Service Resale. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and AT&T does not complete all of the tasks necessary to complete a requested conversion or migration, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.

2.2 The provisions of this Section 2.0, apply and are operative with respect to AT&T's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport.

3.1 AT&T is not required to provision the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251 combination, except as follows:

3.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), AT&T is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis with the exception of a multi-tenant establishment ("MTE") subloop that begins at or near an MTE to provide access to MTE premises wiring.

3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.

3.1.2.1 In accordance with Rule 51.319(a)(4)(ii), AT&T is not obligated to provision to CLEC more than ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as unbundled Loops.

3.1.3 DS3 Loops. In accordance with Rule 51.319(a)(5)(i), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.

3.1.3.1 In accordance with Rule 51.319(a)(5)(ii) AT&T is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.7 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment. Except as otherwise addressed in this Amendment, AT&T must provide DS1 Dedicated Unbundled Transport if a wire center on either end

of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center, as defined in Section 0.1.7 of this Attachment.

3.1.4.1 In accordance with Rule 51.319(e)(2)(ii)(B) AT&T is not obligated to provision to a CLEC more than ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis where there is no unbundling obligation for DS3 transport.

3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.7 and 0.1.8 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 In accordance with Rule 51.319(e)(2), AT&T is not obligated to provision to a CLEC more than twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.7 and 0.1.8 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment. Except as otherwise addressed in this Amendment, AT&T must provide DS3 Unbundled Dedicated Transport if a wire center on either end of a requested route is a Tier 3 wire center as defined in Section 0.1.9 of this Attachment.

3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 loops and DS1 and DS3 dedicated transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

3.2.1 During the transition periods defined in Section 3.2 the rates for the High-Capacity Loop and Transport Embedded Base arrangements, in accordance with Rule 51.319(a) and 51.319(e), shall be the the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15% effective as of March 11, 2005. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.2.2 Where AT&T is no longer required to provide the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T by the end of the transition period.

3.2.2.1 AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a

minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.

3.2.2.2 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed “physical work” for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a “conversion” for which no non-recurring charges are assessable. Where physical work is required, only the tariffed non-recurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

3.2.2.3 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, AT&T, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to AT&T, AT&T shall disconnect such arrangements that remain in place as of September 11, 2006.

3.2.3 Intentionally left blank.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

4.1 AT&T has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.6 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.7 and 0.1.8 have been met. AT&T’s designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the Relevant Transition Period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by AT&T’s wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any affected Dark Fiber Transport arrangements affected by AT&T’s wire center designations as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.6, 0.1.7 or 0.1.8, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC’s knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.6, 0.1.7 or 0.1.8 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T wire center non-impairment designation, the CLEC will provide a self-certification

to AT&T identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T. In the event that the CLEC issues a self-certification to AT&T where AT&T has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and AT&T must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T shall provision the requested facilities in accordance with CLEC's order and within AT&T's standard ordering interval applicable to such facilities. If AT&T in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, AT&T will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

- 4.1.1 The parties recognize that wire centers that AT&T had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that was not designated by AT&T as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, AT&T may add the wire center to its list of designated wire centers and the Parties will use the following process:
 - 4.1.1.1 AT&T may update the wire center list as changes occur, but may not update the list more frequently than one time during any given three month period.
 - 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
 - 4.1.1.3 AT&T will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
 - 4.1.1.4 In the event the CLEC disagrees with AT&T's determination, and in order to avoid transitioning its lines away from DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport as set forth in Section 4.1.1.5 below CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to AT&T.
 - 4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against AT&T's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Relevant Transition Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 9 months, transition applicable to DS1/DS3 Dedicated Transport is within 9 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 12 months. All transitional periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Relevant Transition Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

- 4.1.1.6 If the CLEC does provide self-certification to dispute AT&T's designation determination AT&T may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
 - 4.1.1.7 During the Relevant Transition Period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
 - 4.1.1.8 Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.
- 4.1.2 If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.6, 0.1.7 or 0.1.8, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.
- 4.1.3 AT&T may dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T shall notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this Amendment, whichever is later. AT&T will file and serve on CLEC the dispute for resolution with the Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. AT&T shall include with the filing of its direct case testimony and exhibits which may reasonably be supplemented. To the extent to which this filing contains confidential information, AT&T may file that information under seal. AT&T shall offer to enter into a protective agreement under which AT&T would provide such confidential information to CLEC. AT&T shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T will notify all other CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number. If the self-certification dispute is filed with the Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). In the event the CLEC withdraws its self-certification after the dispute has been filed with the Commission, AT&T and/or any other interested parties, including interested parties that did not intervene prior to the withdrawal, may proceed with the dispute in order to obtain a Commission determination on the wire center designation. The Commission's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., 60 calendar days after the self certification or within 60 days of the effective date of this Attachment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify CLECs via Accessible Letter of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1. During the pendency of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated

Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

- 4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the Relevant Transition Period is within the initial TRRO transition period described in Section 3.2.1 of this Attachment, CLEC will provide true-up based on the FCC transitional rate i.e., the rate that is the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15%. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by AT&T after March 11, 2005, thirty days after AT&T's notice of non-impairment. The transitional rate as set forth in Section 3.2.1 of this Attachment will continue to apply until the facility has been transitioned or through the end of the Relevant Transition Period described in Section 3.2 of this Attachment, whichever is earlier. For all other affected loop/transport elements, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2.1 of this Amendment.
- 4.1.4 In the event of a dispute following CLEC's self-certification, upon request by the Commission or CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.
- 4.2 The provisions of Section 3.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. As of the date of conversion of such DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport, Cross-Connects provided by AT&T in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-Connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 4.3 AT&T will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T will not convert or disconnect these services prior to the end of the Relevant Transition Period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 4.4 A building that is served by both an impaired wire center and a non-impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Relevant Transition Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and AT&T have failed to reach agreement under Section 3.2.2.3 above as to a substitute service arrangement or element, then AT&T may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.

- 4.6 On a quarterly basis, AT&T shall post on its website information advising when it believes a wire center has reached 90% of the number of business lines needed for the wire center to be classified as a Tier 1 or a Tier 2 wire center. In addition, AT&T will specify which wire centers it considers to have 2 fiber collocators and 3 fiber collocators. Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such determination for such wire center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loops, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.
- 4.7 Intentionally left blank.
- 4.8 When more than 60 days from the issuance of an AT&T designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify up to three years from the date AT&T designates a wire center as non-impaired. AT&T may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 4.9 If a non-impaired wire center reverts back to a impaired wire center due to an error in AT&T's classification, causing facilities that had been previously converted from UNEs to wholesale services revert back to UNEs, CLEC may submit orders to return transitioned facilities to UNE facilities. AT&T shall perform such conversions within *ninety* (90) days and will credit CLEC the difference between the wholesale price paid and the applicable UNE price for the entire period during which the wire center was inappropriately classified as non-impaired or the date of installation, whichever is shorter, and will credit all records change charges CLEC paid AT&T for all UNEs transitioned due to AT&T's erroneous wire center classification. Such credits shall be placed on CLEC's invoice within two (2) billing cycles.

5.0 Commingling and Commingled Arrangements.

- 5.1 AT&T shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T. For the Commingled Arrangements listed in this Section 5.1, and any Commingled Arrangements voluntarily made available by AT&T in the future for any of the 13 AT&T ILEC states (i.e., the availability and subsequent posting to CLEC On-line was not as a result of a State Commission Order), AT&T will make such Commingled Arrangements available in California except where the Commingled Arrangement includes a special access service that is not being provided to any customer in California. Where AT&T in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any CLEC in response to a BFR request (i.e., not as a result of a dispute resolution involving the BFR requesting such Commingled Arrangement), AT&T will make such Commingled Arrangement available in California under this Amendment, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in California. The types of Commingled Arrangements which AT&T is required to provide as of the date on which this Amendment is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following AT&T Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:
- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
 - ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
 - iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
 - iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
 - v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#

- vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
- viii. While not a commingling arrangement, UNE loop to special access multiplexer
- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- xiii. While not a commingling arrangement, AT&T will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's eligibility criteria of Rule 51.318(b) applies, including the collocation requirement.

- 5.1.1 To the extent that AT&T requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.
- 5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by AT&T, CLEC shall request any such desired commingling arrangement and AT&T shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available AT&T will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.
- 5.2 Upon request and to the extent provided by Applicable Law and the provisions of the Amended Agreement, AT&T shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.
- 5.3 For example, without limitation of this provision, AT&T will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, AT&T will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.
- 5.4 Upon request, and to the extent required by Applicable Law and the applicable provisions of this Attachment, AT&T shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling), except that AT&T shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T, and AT&T shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that

such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T.

- 5.5 AT&T shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to the Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from AT&T. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any AT&T tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.6 When CLEC purchases Commingled Arrangements from AT&T, AT&T shall charge CLEC element-by-element and service-by-service rates. AT&T shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC’s Triennial Review Order. As a general matter, “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.7 In the event that AT&T changes its Access tariffs, or adds new Access tariff(s), that would restrict or impact the availability or provisioning of Commingled arrangements under this Attachment or the Agreement, AT&T will provide 60 days notice to CLEC if the tariff change affects the availability of a product used by that CLEC to provide a commingled arrangement, pursuant to the notification process associated with such access tariffs as provided for under Section 214 or applicable state law prior to such changes or additions. Additionally, for additions or changes that do more than impact rates, AT&T will grandfather in place Commingled arrangements ordered out of its state Access tariffs that have been ordered prior to the access tariffs’ effective date.
- 5.8 AT&T agrees that CLEC may request to Commingle the following elements to the extent that AT&T is required to provide them pursuant to Section 271 of the Act (“Section 271 Elements”) or Applicable Law, including but not limited to: (i) Local Loop transmission from the central office to the End Users’ premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). If CLEC makes a request to commingle the items identified in this Section 5.8, AT&T and CLEC shall attempt to negotiate mutually agreeable terms and conditions; the 271 rates, terms and conditions are not appropriate for inclusion in this Amendment, but rather the rates could be published in an Accessible Letter, placed in a tariff, or subject to a commercial agreement.
- 5.9 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CLEC to connect an unbundled network element or a Combination of unbundled network elements with (i) wholesale services obtained from AT&T, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled network elements or Combinations of unbundled network elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with AT&T.
- 6.0 EELs.
- 6.1 AT&T agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Amendment. Except as provided below in this Section 6.0 and subject to this Section 6.1, AT&T shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC’s underlying Agreement.

- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:
- (A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or
 - (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.
- 6.3 AT&T shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. AT&T shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service eligibility criteria:
- 6.3.1 CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. AT&T hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.
- 6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to AT&T. Provided that AT&T has received such self certification from CLEC, AT&T shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled network elements.
- 6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 6, and not to self-certifications relative to routes, buildings and wire centers .
- 6.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):
- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one assigned local telephone number (NPA-NXX-XXXX);
 - (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;
 - (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit;
 - (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;
 - (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;

- (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
 - (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:
 - (A) Established pursuant to Section 251(c)(6) of the Act and located at AT&T's premises within the same LATA as the customer's premises, when AT&T is not the collocater; or
 - (B) Established pursuant to any collocation type defined in any AT&T Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
 - (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocater.
- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.
- 6.3.6 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing AT&T written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, AT&T shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL.
- 6.3.7 AT&T may audit CLEC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in California with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the service eligibility criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon AT&T's written notice that an audit will be performed for California, subject to Section 6.3.7.4 of this Section.
 - 6.3.7.1 To invoke its limited right to audit, AT&T will send a Notice of Audit to CLEC identifying examples of particular circuits for which AT&T alleges non-compliance and the cause upon which AT&T rests its audit. The Notice of Audit shall also include all supporting documentation upon which AT&T establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T seek to commence an audit.
 - 6.3.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying service eligibility criteria. The

independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.

- 6.3.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.3.7.4 AT&T shall provide CLEC with a copy of the report within 2 business days from the date of receipt. If the parties disagree as to the findings or conclusions of the auditor's report, the parties should resolve such disputes in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of the Agreement. No changes will be made until the dispute is resolved. However, CLEC shall pay 50 percent of the disputed amount into an escrow account, pending resolution. If the auditor's findings are upheld in the dispute resolution process, the disputed amounts held in escrow shall be paid to AT&T and AT&T shall retain any disputed amounts already paid by CLEC. If the auditor's report concludes that CLEC failed to comply in all material respects with the eligibility criteria and if CLEC does not dispute the finding the CLEC will submit payment for the disputed amounts to AT&T.
- 6.3.7.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse AT&T for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse AT&T in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.7.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.
- 6.3.7.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, AT&T must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.7.7 CLEC will maintain the appropriate documentation to support its eligibility certifications pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its eligibility certifications for as long as the Amended Agreement is operative, plus a period of two years. AT&T can seek such an audit for any particular circuit for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.
- 6.3.7.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of the Agreement.
- 6.3.7.9 In the event that the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.

6.4 Provisioning for EELs

- 6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to AT&T from CLEC's collocation arrangement.

- 6.4.2 AT&T will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.
- 6.4.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1_unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.
- 6.5 Other than the service eligibility criteria set forth in this Section, AT&T shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer²
- 7.0 Availability of HFPL for Purposes of Line Sharing. [NOTE – LANGUAGE TO BE ADDRESSED IN SEPARATE PHASE OF THIS PROCEEDING.]
- 8.0 Routine Network Modifications. [NOTE – LANGUAGE TO BE ADDRESSED IN RNM PHASE OF THIS PROCEEDING.]
- 9.0 Batch Hot Cut. [NOTE – LANGUAGE TO BE ADDRESSED IN THE BHC PHASE OF THIS PROCEEDING.]
- 10.0 Conversions.
- 10.1 Conversion of Wholesale Services to UNEs and Vice Versa
- 10.1.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, and vice versa, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)
- 10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, AT&T will develop and implement processes. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. AT&T agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, AT&T agrees to process CLEC's conversion requests on a case-by-case basis and without delay.
- 10.1.3 AT&T will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.
- 10.1.3.1 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involves physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-

² Each CLEC, in its sole discretion, may adopt either Option 1 or Option 2, but not both. The option not selected by the CLEC will be removed from the amendment. Any CLEC that does not have HFPLs in-service in California may elect to omit the section 7 language in its entirety.

used in the same configuration shall not be deemed “physical work” for which non-recurring charges are assessable. To the extent that physical work is not involved in the conversion no non-recurring charges are assessable. Where physical work is required in the case of a conversion to UNEs, no non-recurring tariffed disconnect charges shall be assessed for facilities that will remain in use (except for any applicable tariffed early-termination fees) and non-recurring UNE charges shall be assessed only with respect to specific UNEs for which CLEC access requires physical work. In the case of a conversion to a tariffed service, where physical work is required, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

10.1.4 AT&T shall perform any conversion from a wholesale service or group of wholesale services to a unbundled network element or Combination of unbundled network elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

10.1.5 Except as provided in 10.1.2, when requesting a conversion of an AT&T service or UNE, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T service sought to be converted.

11.0 FTTH Loops, FTTC Loops, Hybrid Loops and Retirement of Copper Loops.

11.1 The following terms shall apply to FTTH and FTTC Loops.

11.1.1 New Builds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where AT&T has deployed such a Loop to premises that previously were not served by any AT&T Loop.

11.1.2 Overbuilds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when AT&T has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

- (a) AT&T shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless AT&T retires the copper Loop pursuant to the terms of Section 11.1.3.
- (b) If AT&T maintains the existing copper Loop pursuant to this Section 11.1.2, AT&T need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, AT&T shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
- (c) For each copper loop retired pursuant to Section 11.1.3 below, AT&T shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available. CLEC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.

11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, AT&T must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements and must provide CLECs using such copper loops with a copy of such Short Term notice via an accessible letter. AT&T will perform, upon CLEC request, a line station transfer (“LST”) where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions

exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in AT&T's Generic Interconnection Agreement.

11.1.4 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which CLEC, upon request, may obtain or has obtained access pursuant to 47 C.F.R. §51.319(a). AT&T will comply with Rules 51.325 through 51.335, and any applicable state requirements.

11.2 Hybrid Loops Generally. The unbundling obligations associated with DS1 and DS3 loops are in no way limited by this Section 11.2 or the Rules adopted in the Triennial Review Order with respect to hybrid loops typically used to serve mass market customers.

11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services AT&T shall provide CLEC with nondiscriminatory access to the time division multiplexing (TDM) features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC's self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the AT&T central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, AT&T is required to only make the TDM functionality available on an unbundled basis.

11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, AT&T shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.

11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Appendix. AT&T may not impose special construction or other non-standard charges to provision such Hybrid Loops except as provided under this Agreement.

11.2.4 Feeder. AT&T shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

11.2.5 IDLC Hybrid Loops. Where a CLEC requests a loop to a premises to which AT&T has deployed an IDLC Hybrid Loop, AT&T must provide CLEC a technically feasible method of unbundled access. AT&T can only charge the CLEC the least cost technically feasible method of unbundled access, and AT&T may not impose special construction or other non-standard charges (which does not include routine network modification charges permitted under Section 8.1.6 of this Attachment, if any) to the provision unbundled loops where it has deployed IDLC except as provided under this Agreement.

12.0 Use of Unbundled Network Elements.

12.1 Except as provided in Section 6.0 of this Attachment, AT&T shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CLEC seeks to offer.

12.2 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.

12.3 A CLEC that accesses and uses an unbundled network element consistent with Section 12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 Section 271 Obligations.

13.1 Intentionally left blank.

13.2 Intentionally left blank.

13.3 Intentionally left blank.

13.4 To the extent to which CLEC has another agreement with AT&T limiting AT&T's obligations to provide Section 271 elements to CLEC, then to that extent that other agreement shall control over the provisions of this Section 13.

13.5 Notwithstanding any other provision of the Agreement, CLEC may request that any Section 251 unbundled network element or combination of network elements (including any TRO Affected Element or TRRO Remand Affected Element) be reclassified as a corresponding Section 271 Element or Elements, provided that AT&T is obligated to provide such elements under Section 271. AT&T will perform such reclassification at no charge.

14.0 Entrance Facilities and Interconnection Facilities.

14.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T's networks, are Entrance Facilities that will no longer be unbundled network elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

14.2 In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC's right to obtain interconnection facilities (entrance facilities or other dedicated transport) pursuant to Section 251(c)(2) of the Act for the exchange of traffic, nor does anything in this section affect AT&T's on-going obligation to provide network elements pursuant to Section 271 of the Act, as addressed in Paragraph 653 of the TRO.

14.3 Notwithstanding Section 1.0, AT&T is required to provide access to facilities, including Entrance Facilities and other Dedicated Transport, that CLEC requests to interconnect with AT&T's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

14.4 The rates for Entrance Facilities or other Dedicated Transport, when used as an Interconnection Facility (including Interconnection Facilities used for SS7 interconnection), shall be the same as the rates established by the Commission for those § 251(c)(3) facilities. The rates for other Interconnection Facilities, if not established by the Commission, shall be in conformance with Section 251(c)(2)(D) of the Act.

14.5 For avoidance of doubt, CLEC may request that an Entrance Facility UNE or other Dedicated Transport UNE be reclassified as an Interconnection Facility pursuant to Section 14.1 if CLEC will use the facility for interconnection in accordance with Section 14.1. AT&T will perform such reclassification at no charge.

15.0 Signaling.

15.1 Where Signaling System 7 (SS7) is deployed, the Parties will use SS7 signaling as defined in GR 317 and GR 394, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for SS7 based features. The Parties may interface with one another on an SS7 basis either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7 based features between their respective networks, including CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. The Parties shall exchange unaltered SS7 signaling parameters, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. Privacy indicators will be honored by the parties.

- 15.2 Where available, the Parties will provide network signaling information such as Transit Network Selection (TNS) parameter, Carrier Identification Codes (CIC), Common Channel Signaling (CCS) Platform and CIC/OZZ information (non CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California¹ ("AT&T") and **CLEC** ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party." This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated February 8, 1996 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRRO"), which became effective as of March 11, 2005;

WHEREAS, the Public Utilities Commission of the state of California ("CA-PUC") released an order on January 26, 2006 in Docket No 05-07-024 adopting agreement language implementing portions of the TRO, TRO Reconsideration Orders, and TRRO (the TRO/TRRO Amendment), which became effective as of January 26, 2006;

WHEREAS, the CA-PUC released an order on January 11, 2007 in Docket No 05-07-024 (D.07-01-019) modifying the TRO/TRRO Amendment, which modifications became effective as of January 11, 2007;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

Definitions.

- I. Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as (1) a local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a "Predominantly Residential" MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

- II. Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).
 - III. Hybrid Loop. A Hybrid Loop is a local Loop composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.
1. The Parties agree that the TRO/TRRO Amendment should be amended by replacing the definitions of "Fiber-to-the-Curb Loop," "Fiber-to-the-Home Loop," and "Hybrid Loop" with the definitions set forth above.
 2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
 3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
 4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
 5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in the "DEFINITIONS" Section of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
 6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
 7. This Amendment shall be deemed approved, absent rejection of the advice letter by the Commission, thirty (30) days from the filing date of the advice letter to which this Amendment is appended. Upon approval, pursuant to Order D.07-01-019, the Amendment shall be deemed effective as of January 11, 2007 (the "Amendment Effective Date").
 8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the Agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ____ day of _____, 2007, by Pacific Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CLEC

Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: Executive Director-Regulatory

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
PAC-WEST TELECOMM, INC.

This Amendment (the "Amendment") is to the currently effective Interconnection Agreement (the "ICA") under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T California") and Pac-West Telecomm, Inc. ("Pac-West") (Collectively, the "Parties").

WHEREAS, the Parties desire to remove ambiguity with respect to the identification, quantification, verification, and intercarrier compensation treatment of VOIP traffic under the ICA;

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the ICA is hereby amended as follows:

1. Section 12.2.1 of Appendix Reciprocal Compensation is amended as follows:

In order to resolve a dispute between the parties, notwithstanding anything to the contrary in this Agreement, for the Interim Period, as defined immediately following, the PLU of Pac-West shall be the PLU in effect on the effective date of this Amendment based on the completed mutual review of Pac-West's traffic and considering the most current historical data available within 60 days of the effective date of this Amendment. The Interim Period begins on the effective date of this Amendment and ends on the earliest of any of the following dates: (1) 18 months from the effective date of this Amendment; (2) the effective date of a successor ICA negotiated or arbitrated by the Parties; or (3) the date that any final order of the Federal Communications Commission establishing an intercarrier compensation structure for VOIP traffic is incorporated into the ICA. For the Interim Period, each Party (1) waives any right for retroactive adjustment of the PLU applied to Pac-West originated traffic and (2) agrees to accept the PLU made effective by this amendment, as defined above in this paragraph.

2. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the California Public Utilities Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 2nd day of March, 2007, by AT&T California, signing by and through its duly authorized representative, and Pac-West, signing by and through its duly authorized representative.

Pac-West Telecomm, Inc.

Signature: John Sumpter

Name: John Sumpter

Title: Vice President - Regulatory

Date: 2/23/2007

Pacific Bell Telephone Company d/b/a AT&T California
by AT&T Operations, Inc., its authorized agent

Signature: Rebecca L. Sparks

Name: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: MAR - 2 2007

FACILITIES-BASED OCN # 7379

UNE-P OCN# 609B

ACNA ARZ

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
PAC-WEST TELECOMM, INC.

The Interconnection Agreement effective March 15, 2003 by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T California")¹ and Pac-West Telecomm, Inc. ("Pac-West") ("Agreement") effective in the State of California is hereby amended as follows:

1. Section 22. Effective Date, Term, and Termination of the General Terms and Conditions is amended by adding the following section:

22.2.1 Notwithstanding anything to the contrary in this Section 22, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 14, 2008 until January 14, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Pac-West, by AT&T California pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T California shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date").

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

Pac-West Telecomm, Inc.

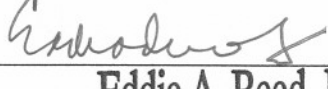
By: 

Name: Ethan Sprague
(Print or Type)

Title: V.P. Regulatory
(Print or Type)

Date: 4/8/08

Pacific Bell Telephone Company d/b/a AT&T California
by AT&T Operations, Inc., its authorized agent

By: 

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Director – Interconnection Agreements

Date: 04-24-08

SWITCH-BASED OCN # 7379

UNE OCN # 609B

RESALE OCN # 4229

ACNA ARZ

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND PAC-WEST TELECOMM, INC.**

This Amendment (the "Amendment") is to the currently effective Interconnection Agreement (the "ICA") under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Pacific Bell Telephone Company d/b/a AT&T California¹ ("AT&T") and Pac-West Telecomm, Inc. ("Pac-West") (Collectively, the "Parties").

WHEREAS, the Parties desire to remove ambiguity with respect to the identification, quantification, verification, and intercarrier compensation treatment of VOIP traffic under the ICA;

NOW, THEREFORE, in consideration of the foregoing, and the promises and compromises made among the Parties, the ICA is hereby amended as follows:

1. Section 12.2.1.1 is added to Appendix Reciprocal Compensation as follows:

In order to resolve a dispute between the Parties, notwithstanding anything to the contrary in this Agreement, as defined immediately following, Pac-West's PLU shall be the PLU in effect on the effective date of this Amendment based on the completed mutual review of Pac-West's traffic performed on September 19, 2008. Pac-West's PLU will remain at its current percentage until January 1, 2009. On January 1, 2009, Pac-West's PLU will be reduced by four percentage points from the percentage in effect on December 31, 2008 e.g., if the PLU was 80%, it will be reduced to 76%. On July 1, 2009, Pac-West's PLU will be further reduced by four percentage point from the percentage in effect on January 1, 2009. On January 1, 2010, Pac-West's PLU will be further reduced by four percentage points from the percentage in effect on July 2, 2009. Pac-West agrees to pay AT&T the appropriate charges based on the PLU in effect in the time periods described herein, provided however, that if the traffic Pac-West sends AT&T increases by 100% as measured between the date of this Amendment and June 15, 2009, the Parties will again complete a mutual review of Pac-West's traffic. The PLU so determined will be the PLU that will go into effect January 1, 2010. In that event, between July 1, 2009, and January 1, 2010, the PLU would be $\frac{1}{2}$ the difference between and the PLU in effect on January 1, 2009 and the new PLU that will go into effect January 1, 2010, as a result of any mutual review of Pac-West traffic described in the preceding sentence. In the event no such mutual review has taken place and no such dispute has arisen the provisions of 12.2.1 shall remain in full force and effect.

- 1.1. Each of the Parties fully reserves its rights to advocate its position with respect to the proper intercarrier compensation that should apply to VOIP traffic in any regulatory proceeding, including but not limited to any arbitration of a successor ICA to the currently-effective ICA, irrespective of whether any such position differs from that contained in this Amendment. Conversely, neither Party shall argue in any judicial or regulatory proceeding that this Amendment of the ICA included herein should be rejected, invalidated, or not enforced to the same extent as other provisions of the ICA.
- 1.2. Except with respect to the VOIP Dispute as defined herein, the Parties hereby agree that nothing contained in this Amendment constitutes or shall be deemed to constitute a

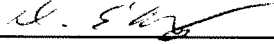
¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

waiver by either Party of any right of recoupment and/or any right of set-off that either Party may have with respect to the other Party for any payments or charges other than those included in the VOIP Dispute, and, the Parties further agree that any right of recoupment and/or any right of set-off that one Party may have with respect to the other Party or, in the event a petition is filed under chapter 7 or 11 of title 11 of the United States Code, the debtor's estate shall survive and be preserved even after confirmation of any plan of reorganization despite any discharge that might be granted to the debtor in bankruptcy under Section 1141 of the Bankruptcy Code and any effect given to that discharge under Section 524 of the Bankruptcy Code.

2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date").

Pac-West Telecomm, Inc.

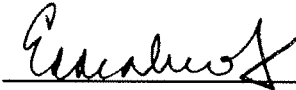
**Pacific Bell Telephone Company d/b/a
AT&T California by AT&T Operations,
Inc., its authorized agent**

Signature: 

Name: Denis McCarty

Title: Chief Financial Officer

Date: October 20, 2008

Signature: 

Name: EDDUE A. REED JR

Title: DIRECTOR - INTERCONNECTION
AGREEMENTS

Date: 10.22-08

RESALE OCN# 4229

SWITCH -BASED OCN # 7379

UNE OCN# 609B

ACNA ARZ

AT&T Wholesale Amendment

AMENDMENT REGARDING CERTAIN RECIPROCAL COMPENSATION TERMS

This Amendment Regarding Certain Reciprocal Compensation Terms ("Amendment") is applicable to the Interconnection Agreement between Pacific Bell Telephone Company d/b/a AT&T California, a California Corporation, in the state of California and any future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter "ILEC") in California and Pac-West Telecomm, Inc. ("Pac-West"), a California Corporation, doing business at 555 12th Street, Suite 250, Oakland, CA 94607, and any of its affiliates or subsidiaries which are a competitive Local Exchange Carrier (hereinafter "CLEC" or "Pac-West") in California through the Amendment Term, as defined below. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties."

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by California Public Utilities Commission ("CPUC") and is currently effective pursuant to its terms ("ICA"); and

WHEREAS, for the state of California the Parties wish to amend, modify and supersede certain compensation provisions of the ICA, as addressed in this Amendment; and

WHEREAS, the Parties wish to establish certain rates, terms and conditions for the exchange of specified compensable traffic that terminates to a Pac-West end user; and

WHEREAS, the Parties agree that they will quantify ISP-bound traffic through the use of AT&T's Study rather than by applying the 3:1 presumption set forth in the FCC's *ISP Remand Order*.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term

- 1.1. The term of this Amendment shall commence on July 1, 2009¹ ("Effective Date") and shall continue for the remaining period of effectiveness of the currently-effective ICA between the parties ("Amendment Term").

¹ Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt the Parties' ICA and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after August 1, 2007, it is AT&T's position that such adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this amendment prospectively beginning from the date that the MFN provisions become effective between ILEC and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further AT&T's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

- 1.2. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICA. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA, through the Amendment Term, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties.
- 1.3. During the Amendment Term the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. If CLE C adopts another agreement pursuant to Section 252(i) prior to the Extended Expiration Date of the ICA, it must amend the adopted interconnection agreement with this Amendment and the Parties shall negotiate in good faith any modification hereto made necessary by the contents of the other interconnection agreement. Such amendment shall be filed with the CPUC at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted throughout the Amendment Term.

2. Identification of Internet and ISP-bound Traffic

- 2.1. During the Amendment Term, traffic that AT&T sends to Pac-West for termination that will be subject to a \$0.0007 rate cap ("ISP and Internet-bound Traffic") will be quantified based on the Quarterly Review Mechanism described in this section (section 2), rather than the ISP Traffic Rebuttable Presumption described in section 6.9 of the Appendix Reciprocal Compensation of the ICA.
- 2.2. Definitions
 - 2.2.1. AT&T Study: AT&T's method for identifying ISP and Internet-bound traffic is based upon application of criteria to a month of telephone traffic, subjecting identified numbers meeting these criteria to verification that a modem tone is received when a call to the number is answered, and applying the \$0.0007 rate cap to all traffic terminated to those numbers. The AT&T Study is described in more detail in Attachment 1 hereto, and will not deviate in any material respect from the procedures described in AT&T's testimony in C.08-09-017 without prior mutual agreement of Pac-West and AT&T, which agreement must specify the details of any such change.
 - 2.2.2. ISP and Internet-bound Traffic: For purposes of this Amendment only, and in order to avoid the cost and uncertainty of further

litigation, those minutes of use ("MOUs") in a given month characterized as "ISP and Internet-bound" by the AT&T Study.

- 2.2.3. ISP and Internet-bound Percentage: The percentage of Total AT&T MOUs that is ISP and Internet-bound Traffic, minus four percent.
- 2.2.4. Reference Point: The quarterly average percentage of ISP and Internet-bound Traffic calculated as the average of the AT&T Study result for each month in a calendar quarter. Calendar quarters are defined as January through March, April through June, July through September, and October through December. The AT&T June 2009 study result is the initial Reference Point.
- 2.2.5. Starting Point: The percentage of ISP and Internet-bound Traffic calculated using the AT&T June 2009 study, less 4 percent.
- 2.3. ISP and Internet-bound Percentage: The Parties agree that effective July 1, 2009, the ISP and Internet-bound Percentage is the Starting Point Percentage. Thereafter, AT&T will conduct a quarterly review of the ISP and Internet-bound Traffic percentage, as described below.
- 2.4. Decrease of ISP and Internet-bound Percentage: If, during any quarterly review the Reference Point is lower than the Reference Point from the previous quarter, the ISP and Internet-bound Percentage will be decreased by the percentage point decrease in the Reference Point (e.g., if the previously-established ISP and Internet-bound Percentage is 70 percent, and the Reference Point goes from 74 percent to 73 percent, then the ISP and Internet-bound Percentage goes to 69 percent). Only if there is a more than 3 percentage point decrease in the Reference Point, a true-up of amounts paid for the quarter will be calculated using the new Reference Point, resulting in either a payment by AT&T or credit by Pac-West.
- 2.5. Increase of ISP and Internet-bound Percentage: If, during any quarterly review the Reference Point is higher than the Reference Point from the previous quarter, the ISP and Internet-bound Percentage will be increased by the percentage point increase in the Reference Point (e.g., if the previously-established ISP and Internet-bound Percentage is 70 percent, and the Reference Point goes from 74 percent to 76 percent, then the ISP and Internet-bound Percentage goes to 72 percent). Only if there is a more than 3 percentage point increase in the Reference Point, a true-up of amounts paid for the quarter will be calculated using the new Reference Point, resulting in either a payment by AT&T or credit by Pac-West.

3. Identification of Traffic Originated By End Users Of Other Carriers.

3.1. The Parties agree that Pac-West shall not bill AT&T California for traffic originated by the end users of other carriers that utilize AT&T's switches pursuant to commercial agreements. These commercial agreements have replaced the previously-available unbundled network element platform ("UNE-P"). For convenience, this traffic is referred to herein as "Former UNE-P Traffic." In order to identify the amount of Former UNE-P Traffic, Pac-West agrees to use the "Initial Methodology" until such time as it fully implements the "Tex-Link Methodology." Each methodology is set forth below.

3.1.1. Initial Methodology: Pac-West agrees to a reduction of its monthly invoice to AT&T of a percentage of total MOUs per month. This percentage is based on AT&T's former UNE-P traffic study, which is described in more detail in Attachment 2 hereto. On an average quarterly basis, only if the usage percentage increases or decreases by 3 percentage points or more, the Former UNE-P Traffic percentage adjustment will change to the new percentage identified by AT&T's former UNE-P traffic study on a going-forward basis, and a true-up of the prior quarter will be made.

3.1.2. Tex-Link Methodology: Pac-West has the option to adopt Tex-Link's current billing methodology for identifying Former UNE-P Traffic when and if Pac-West implements a procedure to timely match Category 50 records provided by AT&T with Pac-West's terminating records by telephone number, date, time (adjusted for switch clock timing), and call duration (adjusted for switch clock timing) in order to identify Former UNE-P Traffic.

4. Identification of Prepaid Calling Card Traffic.

Pac-West agrees not to bill AT&T for Prepaid Calling Card ("PPCC") MOUs, as identified by AT&T's prepaid calling card study, less 3 percent. AT&T's prepaid calling card study identifies AT&T end user traffic that terminates to telephone numbers providing PPCC services ("PPCC MOUs"). AT&T's prepaid calling card study is described in more detail in Attachment 3 hereto. AT&T will update the percentage quarterly. If the quarterly usage percentage increases or decreases by 3 percentage points or more, the PPCC MOU percentage adjustment will change to the new percentage on a going-forward basis, and a true-up of the prior quarter will be made. AT&T will provide Pac-West the results and underlying telephone numbers and methodology of its prepaid calling card study upon request. Any dispute concerning the accuracy of the AT&T prepaid calling card study shall be resolved pursuant to the dispute resolution provisions of the ICA.

5. **AT&T Acceptance of Adjustments**

AT&T accepts the quantification of ISP and Internet-bound traffic, the percentage adjustment or adoption of Tex-Link billing procedures for Former UNE-P Traffic, and the adjustment for PPCC MOUs described in Sections 2, 3 and 4 above. Other than the Adjustments, AT&T agrees to compensate Pac-West for intercarrier telecommunications traffic as set forth in the ICA and its Appendix Reciprocal Compensation. AT&T reserves its right to dispute Pac-West invoices, using its normal bill validation procedures, on any other basis. This includes, but is not limited to, any traffic that becomes non-compensable pursuant to Intervening Law, as set forth in section 30.18 of the ICA.

6. **Toll Rate Matching**

Pac-West agrees to match AT&T's IntraLATA toll rates by charging AT&T the following IntraLATA toll rates:

Local Switching	Per Call	\$ 0.0086630
Local Switching	Per MOU	\$ 0.0019010
Tandem Switching-N/A	Per Call	n/a
Tandem Switching	Per MOU	\$ 0.0009940
Common Switch Transport-Fixed	Per MOU	\$ 0.0002700
Common Switch Transport-Variable	Per MOU	\$ 0.0006880

7. **Reservation of Rights**

- 7.1. Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 7.2. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket

Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions").

8. Additional Terms and Conditions

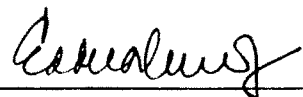
- 8.1.** This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252(i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule.
- 8.2.** The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICA. The Parties agree that they would not have agreed to this Amendment except for the fact that it included the totality of rates, terms and conditions listed herein and in the ICA.
- 8.3.** This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 8.4.** The terms contained in this Amendment and its Attachments 1, 2, and 3 constitute the entire agreement with regard to the modification and amendment of the ICA through the Amendment Term, and shall be interpreted solely in accordance with its own terms.
- 8.5.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.
- 8.6.** This Amendment shall be filed by the Parties with the CPUC. Neither Party may seek a stay of the CPUC's approval of this Amendment or in any way seek to delay, postpone or interfere with the CPUC's approval of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties as of July 1, 2009 (the Effective Date).

Pac-West Telecomm, Inc.

AT&T Operations, Inc. as authorized
agent for Pacific Bell Telephone
Company d/b/a AT&T California.

Signature: 

Signature: 

Name: Denis E. McCarthy
Print or type

Name: Eddie A. Reed, Jr.
Print or type

Title: Chief Financial Officer

Title: Director - Interconnection Agreements

Date: August 28, 2009

Date: 9-7-09

ATTACHMENT 1

INTERNET AND ISP-BOUND TRAFFIC STUDY METHODOLOGY

1. AT&T California shall conduct a study of its originating traffic terminated to Pac-West's end users in order to identify the amount of ISP and Internet-bound Traffic.
2. The study shall cover three one-month periods that will then be averaged to produce a quarterly result. January to March is the first calendar quarter. A new study will be conducted each subsequent quarter.
3. AT&T California will provide the study results to Pac-West upon Pac-West's request as specified in Section 7 below.
4. AT&T California shall use ILEC originating switch records.
5. To identify ISP and Internet-bound Traffic, AT&T California shall identify telephone calls that satisfy the following criteria: (i) the called telephone number receives five or more calls within a sixty minute period; and (ii) each call has a minimum duration of twenty minutes. The AT&T California study shall not deviate in any material respect from the procedures described in its testimony in C.08-09-017 without prior mutual agreement of Pac-West, which agreement must specify the details of any such change.
6. For those calls that do meet the criteria in Section 5, AT&T California shall further validate that the called telephone numbers are answered with a modem tone. AT&T will perform this modem tone validation as described in AT&T's testimony in C.08-09-017. Telephone numbers that meet the criteria in Section 5 and are answered with a modem tone are considered to be used by an ISP and calls to those numbers are considered to be ISP and Internet-bound Traffic by the AT&T Study.
7. In providing the results of its study to Pac-West, if requested, AT&T California shall provide the following detail:
 - Traffic Month reported on
 - Total Terminating MOUs for study period
 - Total Number of Terminating Minutes and Calls meeting criteria for being classified as ISP and Internet-bound Traffic for study period
 - Called Telephone Numbers for calls classified as ISP and Internet-bound Traffic and the MOUs associated with each Called Telephone Number

ATTACHMENT 2

FORMER UNE-P TRAFFIC STUDY METHODOLOGY

1. AT&T California shall conduct a study of Former UNE-P Traffic originated from AT&T's switches and terminated to Pac-West's end users in order to identify the amount of Former UNE-P Traffic.
2. The study shall cover three one-month periods that will then be averaged to produce a quarterly result. January to March is the first calendar quarter. A new study will be conducted each subsequent calendar quarter.
3. AT&T California shall use former UNE-P originating switch records.
4. AT&T California shall provide the percentage of total traffic that is Former UNE-P Traffic to Pac-West on a quarterly basis.

ATTACHMENT 3

PRE-PAID CALLING CARD TRAFFIC STUDY METHODOLOGY

1. AT&T California shall conduct a study of Pre-Paid Calling Card originating traffic terminated to Pac-West's end users in order to identify the amount of Pre-Paid Calling Card Traffic.
2. The study shall cover three one-month periods that will then be averaged to produce a quarterly result. January to March is the first calendar quarter. A new study will be conducted each calendar quarter.
3. AT&T California shall use ILEC originating switch records.
4. AT&T California shall provide the percentage of total traffic that is Pre-Paid Calling Card traffic to Pac-West on a quarterly basis.
5. Upon request, AT&T California will provide Pac-West the results of the Pre-Paid Calling Card study, including the identified telephone numbers and associated minutes of use along with the methodology of the study.

Exhibit B**Adjustment Implementation Example**

ISP and Internet-bound %	70%	
	MOUs	MSGs
Total AT&T ==> PW MOUs/MSGs*	100	30
Adj to Remove UNE (2%) & PPCC (12%)	(14)	(4)
Net Billable MOUs/MSGs	86	26
ISP MOU & MSG Qtys (70%)	60	18
Non-ISP MOU & MSG Qtys (30%)	26	8
ISP Amount=ISP Qtys*\$0.0007	\$	0.042
Non-ISP Amount=Non-ISP Qtys*\$0.003403	\$	0.089
Non-ISP MSG Amount=Non-ISP MSGs Qtys*\$0.002077	\$	0.017
Total Payable	\$	0.148

*The "Total AT&T" line assumes all identifiable Transit Traffic, as defined per the ICA, has been removed.

AT&T Wholesale Amendment

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
PAC-WEST TELECOMM, INC

This Amendment modifies the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California¹ ("AT&T") and Pac-West Telecomm, Inc ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 5/15/2003 and further amended from time to time (the "Agreement"); and

WHEREAS, the Parties amended said Agreement (the "TRO/TRRO Amendment") pursuant to the California Public Utilities Commission's ("CA-PUC's") Decision D. 06-01-043 in Docket No. 05-07-024 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order; and

WHEREAS, on February 21, 2008, the United States District Court for the Northern District of California issued an order reversing, in part, the California Decision; and

WHEREAS, the Parties desire to amend the Agreement and, more specifically, the TRO/TRRO Amendment, to reflect the Court's decision;

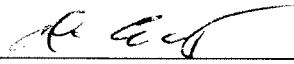
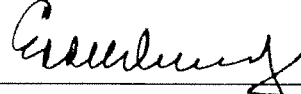
NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

1. The TRO/TRRO Amendment, under the California TRO/TRRO Attachment thereto, is amended as stated below:
 - 1.1 In Section 2.1.3.4, the clause "Total Service Resale" is replaced with the clause "market-based rates";
 - 1.2 The clause "where there is no unbundling obligation for DS3 transport" is deleted from the text of Section 3.1.4.1;
 - 1.3 The text of Section 5.7 is revised to read as follows:

In the event that AT&T changes its Access tariffs, or adds new Access tariff(s), that would restrict or impact the availability or provisioning of Commingled arrangements under this Attachment or the Agreement, AT&T will provide notice to CLEC if the tariff change eliminates the availability of a product pursuant to the notification process associated with such access tariffs as provided for under Section 214.
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

4. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date").
5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

Pac-West Telecomm, Inc**Pacific Bell Telephone Company d/b/a AT&T
California by AT&T Operations, Inc., its authorized
agent**Signature: Signature: Name: Dennis F. M. Carthy
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: Chief Financial Officer
(Print or Type)

Title: Director-Interconnection Agreements

Date: December 21, 2009Date: 12-24-09**Resale OCN # 4229****UNE OCN # 609B****Switch Based OCN # 7379****ACNA ARZ**

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		<u>(Date Filed / Received Stamp by CPUC Industry Division)</u> Date AL served on parties: October 1, 2010	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 38241	Requested Effective Date: October 31, 2010	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	Phone No.:
Filer Elizebeth Hansen		regtss@att.com	(415) 778-1479
Certif.		regtss@att.com	(415) 778-1299
Fax No.: (415) 543-3766			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included) <u>Amendment for 2011 Modified UNE Rates</u>			
Authorization for filing: (Resolution #, Decision #, etc.) <u>ALJ-181</u>			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> <u>TD_PAL@cpuc.ca.gov</u> Protest also <u>must be served</u> on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ <i>Rev. 09/24/07</i>		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2010

U 1001 C
 Advice Letter No. 38241

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{UNE} &= \text{old price}_{UNE} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previous year}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previous year}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7 Line 45 of:
<http://www.bea.gov/newsreleases/national/gdp/2008/xls/gdp308a.xls> New rates noticed in the amendment will become effective January 1, 2011.

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 6.2 of ALJ-181, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
BLC Management LLC
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
CommPartners, LLC
Competitive Communications, Inc.
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.

Essex Acquisition Corporation
FiberRide, Inc.
First Communications, LLC
Frazier Mountain Internet Services, Inc.
FreedomStarr Communications, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Telemanagement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mpower Communications Corp.
Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.

QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Roseville Telephone Company
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Solarity Communications LLC
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TESCO
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2010, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2010.

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal", written in a cursive style.

Executive Director

Attachment

AT&T California Advice Letter Service List

Via U.S. Mail

Arch Wireless
Jim Mossbarger
P.O. Box 457
Brea, CA 92822

Via e-mail

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bwilde@creatint.com
daguirre@telscape.net
daniel.ostroff@xo.com
diane.peters@globalcrossing.com
esther.northrup@cox.com
fernb@valleyyellowpages.com
gerald.varcak@bankofamerica.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
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john_gutierrez@cable.comcast.com
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judypau@dwt.com
katherine.mudge@covad.com

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mgomez1@bart.gov
patricia.delgado@usmc.mil
pcasciato@sbcglobal.net
PUCUpdates@BlueCasa.com
regulatory@surewest.com
rejones@cmmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
stoverlaw@gmail.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park Drive	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jioxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607	(510) 385-6791		
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Peter Casciato	Attorney	355 Bryant Street	Suite 410	San Francisco	CA		415-291-8661	415-291-8165	pcasciato@sbcglobal.net
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	(214) 858-3308	(214) 858-3082	mr3247@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kröss@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
BLC Management LLC	13 State - Interconnection	Danny Michael	President	11121 Highway 70	Suite 202	Arlington	TN	38002	(901) 596-7610	(901) 328-5608	dmichael@telcomteam.com
Blue Casa Communications, LLC	Sectional - see Comments	Don Oas	President	10 East Yanonali Street		Santa Barbara	CA	93101	(805) 966-1736	(805) 452-3594	DOas@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	gregh@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield Road	Suite 330	Oak Park	MI	48237	(248) 784-2544	(248) 784-2501	dbailey@bullseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzter	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sftzter@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
CommPartners, LLC	Interconnection	David Clark	President	8350 S. Durango Drive	Suite 200	Las Vegas	NV	89113	(702) 367-8647	(702) 365-8647	
Competitive Communications, Inc.	13 State - Interconnection - Renegotiated 2	Larry Halstead	CFO	3751 Merced Drive	Suite A	Riverside	CA	92503	(909) 687-6100	(909) 687-6103	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectto.com
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove Village	IL	60007	(847) 685-8871	(847) 685-8650	caseyw@countryconnect.us
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs and ILEC Relations	7000 North Mopac Expressway	2nd Floor	Austin	TX	78731	(512) 514-6380	(512) 514-5620	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	

Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Brian A Bolinger		2997 LBJ Freeway	Suite 225	Dallas	TX	75234	(972) 488-5500 X4018	(972) 406-0193	brian.bolinger@dpiteleconnect.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	(503) 436-8118	(503) 453-8223	jioxley@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353		
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672	
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@jwecorp.com
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
FreedomStarr Communications, Inc.	Sectional - see Comments	Gary H. Hickox	CEO	7985 Santa Monica Blvd	Suite #7	West Hollywood	CA	90046	(888) 956-3400	(888) 956-3401	gary@americanfone.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818)956-5941		Raymond@gtccorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com
Granite Telecommunications, LLC	Sectional - see Comments	Geoff Cookman		100 Newport Ave, EXT		Quincy	MA	2171	(617) 933-5521	(617) 847-0931	gcookman@granitenet.com
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen Counsel	6 west Rose St.	Suite 500	Walla Walla	WA	99362		(509) 522-2300	gforge@highspeed.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	(678) 387-3802	(678) 387-2791	brian.murdoch@hypercube-llc.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalmer@telava.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	81 David Love Place	Suite 100	Santa Barbara	CA	93117	(805) 884-6396	(805) 880-1577	
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	(408) 962-2915	(408) 962-2919	jonathan@onfiber.com
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons Freeway	Suite 3031	Dallas	TX	75207	214-646-8035	216-373-4828	jslater@infotelecom.us
Integrated Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554	
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720	(559) 447-2100	(559) 447-2121	
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President, Business & Legal Affairs	2685 Park Center Drive	Building A	Simi Valley	CA	93065	(805) 433-8000	(805) 582-1006	glenn.harris@intermetro.net
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(949) 922-5432	(562) 494-4977	rgeorge@ipnetworksinc.com
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of Regulatory Affairs	1755 North Brown Road		Lawrenceville	GA	30043	(678) 985-7900	(678) 985-6213	
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 410-1508	(502) 515-4138	john.greive@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
LSI Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	(732) 512-2100	(732) 512-2103	harris@lsi.net
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopack	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	(214) 432-1468	(214) 432-1576	sklopack@matrixbt.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2610	(845) 695-2669	amaimon@mediacomcc.com
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 607-2003	(212) 635-5074	daro@mettel.net
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	708-679-5050	708-679-5062	JerryHolt@mymti.com

Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Navigator Telecommunications, LLC.	13 State - Interconnection	Michael McAlister	General Counsel	8525 Riverwood Park Dr		North Little Rock	AR	72113	505-301-1623	501-301-1692	mike@navtel.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 384-8040	(312) 346-3276	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President-External Affairs	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	360-906-9775	360-737-0828	pbewick@newedgenetworks.com
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	(740) 549-1092	(740) 548-1173	sfenker1@earthlink.net
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Clearart Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5041	(561) 454-5078	rmuench@clearartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 285-8010	(510) 868-8418	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750		todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2115	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
Pacific Centrex Services, Inc.	Sectional - see Comments	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujana Avenue		North Hollywood	CA	91605	(818) 623-2300 X1189	(818) 623-2301	pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 926-3235	(209) 444-3643	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations Manager	6801 Morrison Boulevard		Charlotte	NC	28211	(704) 319-1946		Al.Finnell@paetec.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(408) 343-8206	(949) 200-6062.	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	225 West Washington Street	Ste. 1285	Chicago	IL	60606	(312) 506-0933	(312) 506-0931	dmeldazis@peerlessnetwork.com
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	(213) 232-3450	(213) 232-3451	aponnath@pgtelecom.net
PhoneCo, L.P.	13 State - Interconnection	Peni Barfield	CEO	7900 John Carpenter Freeway		Dallas	TX	75247	214-678-9899	214-978-6443	Pbarfield@Accutel.net
Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	(818) 348-3300		s.zolfonoon@planettelesis.com
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014	(513) 942-7900	(513) 942-5579	
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9090	(818) 380-9099	Keith@preferredlongdistance.com
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	(530) 822-0326	(530) 671-3215	admin@prepaid.cx
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	(214) 746-6363	(214) 821-0343	fxm@qtelephone.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(415) 209-7044	(877) 712-6792	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	(303) 383-6653	(303) 896-1107	daphne.butler@qwest.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080	(650) 246-8900		
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 802-8006	(650) 475-8429	mdurkin@rawbw.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-310-6332	415-901-2201	mhornor@relianceglobalcom.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	(254) 583-2700		maryannmitchell@balornet.com
Roseville Telephone Company	Interconnection	Greg Gierczak	Executive Director-Regulatory	8150 Industrial Ave		Roseville	CA	95678	(916) 786-6141	(916) 786-1877	
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-459-8240	707-370-6666	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	(214) 495-4847	(214) 495-4795	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 864-5504	(720) 494-6600	smcgurkin@intrado.com
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-6888	(530) 926-8831	peter@snowcrest.net
Solarity Communications LLC	Interconnection	Neal Behgooy	President	14902 Preston Rd	Suite 404/1072	Dallas	TX	75254	214-586-0008	214-317-4717	neal@solaritytelecom.com
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO	2260 Apollo Way		Santa Rosa	CA	95407	(707) 522-1000	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-4413	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7847	(732) 345-7892	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	(913) 315-9348		Interconnection2@sprint.com
SureWest Televideo	Interconnection	Fred Arcuri	Sr. VP & COO	200 Vernon		Roseville	CA	95678	(916) 786-1440		
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public Policy	925 Thomas Drive		Warminster	PA	18974	(267) 803-4349		femccomb@cavtel.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5030	(661) 253-5036	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	512-381-8800		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9500	(207) 774-9508	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com

Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Jeff Compton	Vice President	606 E. Huntington Drive		Monrovia	CA	91016	(626) 415-1016	9626) 252-3490	jcompton@telscape.net
TESCO	Interconnection	Edwin D. Jones	Chairman	355 Starling Rd		Mill Valley	CA	94941	(800) 383-1825	(800) 383-1825	
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	(618) 623-2300 X 1189	(618) 623-2301	pcs1regulatory@gmail.com
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312) 381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	(916) 233-5620	(916) 442-5620	esprague@vayatelecom.com
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	(925) 244-1800	(925) 244-1940	gary.storm@vcmsolutions.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 372-8333	(805) 373-7515	Cheryl.klepper@verizon.com
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory Contracts	13865 Sunrise Valley Drive		Herndon	VA	20171	(703) 547-2109	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY¹ d/b/a AT&T CALIFORNIA ("AT&T California"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on December 1, 2008 AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE rates and file an advice letter by October 1, 2010 to reflect the revised UNE rates, which will be effective January 1, 2011; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").²

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE Recurring Rates in the **AT&T California** Pricing Schedule to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2011.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California.

²Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

22 State Generic Attachment Number			Current 2010 Recurring Rate	2011 Modified Recurring Rate
	<u>GENERIC TERMINOLOGY</u>			
	<u>NETWORK ELEMENTS</u>			
	<u>LOOPS</u>			
	<u>OANAD Terminology - LINKS)</u>			
13		2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 9.48	9.41
13		2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 12.79	12.69
13		2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 26.43	26.23
13		2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 11.73	11.64
13		4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	\$ 20.15	20.00
13		4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	\$ 24.38	24.20
13		4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	\$ 36.41	36.14

13		4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	\$ 22.41	22.24
13		4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	\$ 3.06	3.04
13		2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 9.98	9.91
13		2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 13.34	13.24
13		2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 27.01	26.81
13		2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 12.25	12.16
13		DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 48.67	48.30

13		DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 63.19	62.72
13		DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 102.76	101.99
13		DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 56.57	56.15
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	\$ 1.13	1.12
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	\$ 1.10	1.09
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	\$ 0.94	0.93
13		PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	\$ 1.11	1.10
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	\$ 0.60	0.60

13		Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	\$ 0.58	0.58
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	\$ 0.50	0.50
13		Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	\$ 0.59	0.59
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	\$ 0.50	0.50
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	\$ 0.54	0.54
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	\$ 0.58	0.58
13		ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	\$ 0.52	0.52
	DS3 Loop			
13		Zone 1	\$ 474.73	471.17
13		Zone 2	\$ 702.79	697.52
13		Zone 3	\$ 1,388.30	1377.89
13		Statewide	\$ 563.73	559.50
13		IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 9.98	9.91
13		IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 13.34	13.24

13		ISDL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 27.01	26.81
13		ISDL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 12.25	12.16
	<u>Interoffice Transport</u> <u>(OANAD Terminology - Dedicated Transport)</u>			
	<u>DS-0</u>			
		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 4.52	4.49
		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.01	0.01
13	<u>DS-1</u>			
13		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 33.49	33.24
13		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.25	0.25
13				
13	<u>DS-3</u> <u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
13		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 475.95	472.38
13		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 4.81	4.77

AT&T Wholesale Amendment



September 30, 2011

U 1001 C
 Advice Letter No.

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

$$\text{new price}_{UNE} = \text{old price}_{UNE} * (1 + \text{index})$$

where
 $\text{index} = \text{Inflation}_{\text{previous year}} - 2.25\%$
 where
 $\text{Inflation}_{\text{previous year}} \leq 3.00 \text{ and } \geq 1.50.$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2010= 1.2).

http://www.bea.gov/newsreleases/national/gdp/2011/pdf/gdp2q11_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.2 which is less than the 1.5 minimum threshold. Thus, AT&T will use 1.5 to calculate the index.

Index= 1.5%-2.25% = -0.75%

Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of ALJ-257, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Competisys Corporation
Competitive Communications, Inc.
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
FiberRide, Inc.

First Communications, LLC
Frazier Mountain Internet Services, Inc.
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Communications Consultants, Inc
Integrated Telemanagement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.
QuantumShift Communications, Inc.

Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
West Coast Voice & Data, Inc.
Western States Teleport
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed September 30, 2011, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 30, 2011.

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal", written in a cursive style.

Executive Director

Attachment

Page 7 of 23 CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Email	Notice Contact Fax	Notice Contact Phone
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	Michel.nelson@360.net	303-854-5100	303-854-5513
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003		(805) 642-5917	(805) 642-2880
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	markj@AccessOneInc.com	312 441-1010	312 441-9990
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product	1100 Crescent Green	Suite 109	Cary	NC	27518	jared.welch@accesspointi	(919) 851-5422	(919) 827-0448
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel -	1000 Progress Place		Concord	NC	28025	kkuder@acninc.com	(704) 260-3304	(704) 260-3434
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	jjoxley@integratelecom.co m	503-453-8223	503-436-8118
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	cat@airespring.com	(818) 786-9225	(818) 786-8990 ext 236
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	mhayes@alec.net	(859) 721-4201	(859) 254-9667
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607			(510) 385-6791
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public	620 Third Street		San Francisco	CA	94107	nlubamersky@telepacific.c om	(510) 995-5603	(510) 995-5602
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	sheilapaananen@att.com	(425) 898-8813	(425) 898-9634
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	mr3247@att.com	(214) 858-3082	(214) 858-3308
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope	Suite 1050	Los Angeles	CA	90068	lderme@bbcom.com	(213) 489-4202	(213) 489-2156
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	kröss@bandwidth.com	(919) 297-1101	(919) 945-1020
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio									
Birch Telecom of the West, Inc.	Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	rnacchio@bcntele.com	(908) 470-4707	(908) 470-4700
Blue Casa Communications, LLC	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108			(816) 300-3322
Blue Rooster Telecom, Inc.	Sectional - see Comments	Don Oas	President	10 East Yanonali		Santa Barbara	CA	93101	DOas@bluecasa.com	(805) 452-3594	(805) 966-1736
Bright House Networks Information Services (California), LLC	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	jeff@cerroalto.com	9805) 543-8701	(805) 543-8700
	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	Marva.Johnson@bhnis.co m	813.472.1160	813.387.3651
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406		610-755-0259	610-755-4872
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product	1324 Barksdale	Suite 200	Bossier City	LA	71111	gregh@budgetprepay.com	318-908-9080	318-671-5765
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield	Suite 330	Oak Park	MI	48237	dbailey@bullseyetelecom.	(248) 784-2501	(248) 784-2544
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	edorm@cot.net	(530) 397-2345	(530) 397-2211
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center		Los Angeles	CA	90065		(323) 908-1078	(626) 249-0842
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate	Suite 300	Atlanta	GA	30339	greg.darnell@cbeyond.net	(678) 424-2500	(678) 424-2467
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	sfetzer@4acct.com	(209) 368-1252	(209) 365-9500
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr	12405 Powerscourt Dr		St. Louis	MO	63131	Michael.Moore@charterc	314-965-6640	314-543-2414
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser							Beth_Choroser@comcast. com		
Comity Communications, LLC	Executive Director	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103		215-286-5039	215-286-7893
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive	3816 Ingersoll Avenue		Des Moines	IA	50312	stevin@comitycommunica	866-646-5232	877-302-2584
Competisys Corporation	Sectional - see Comments	William C. Prentice	Chairman/Chief	1402 Michelson Dr	Ste 232	Irvine	CA	92612		(949) 417-2803	(949) 417-2800
	13 State - Interconnection - Renegotiated 2	Larry Halstead									
Competitive Communications, Inc.			CFO	3751 Merced Drive	Suite A	Riverside	CA	92503		(909) 687-6103	(909) 687-6100
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	aram@connectto.com	(818) 546-4617	(818) 546-4601
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove	IL	60007	caseyw@countryconnect.	(847) 685-8650	(847) 685-8871
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State	2111 W. Braker Lane	Suite 100	Austin	TX	78758	kmudge@covad.com	(512) 794-6006	(512) 794-6197
	13 State - Interconnection - Renegotiated 2										
Cox California Telcom, LLC	Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608	douglas.garrett@cox.com		
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070		(650) 592-1562	(650) 598-4100
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	stoverlaw@gmail.com	(415) 495-3632	(415) 495-7000
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	haxelrod@cypresscom.net	(404) 812-7882	(404) 442-0749
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	dave@dmrcom.net		(714) 404-2988
	13 State - Interconnection - Renegotiated 1										
dPi Teleconnect, L.L.C.	Renegotiated 1	Charles Hartley	Vice President of Operations	1330 Capital Parkway		Carrolton	TX	75006	chuck.hartley@dpitelecon nect.com	(972) 488-8676	(972) 488-5500
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	shobbs@megapath.com	(203) 284-6101	(203) 284-6109
	13 State - Interconnection - Renegotiated 3										
Easton Telecom Services, LLC	Sectional - see Comments - Renegotiated 2	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286		(330) 659-9379	(330) 659-6700
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	Robert Mocas	EVP, General Counsel	1201 NE Lloyd Blvd, Suite 500		Richfield	OH	44286	jjoxley@integratelecom.co m	(330) 659-9379	(330) 659-6700
Electric Lightwave, Inc	Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	jjoxley@integratelecom.co m	(503) 453-8223	(503) 436-8118
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of	1031 South Glendora		West Covina	CA	91790	thomas.haluskey@ecntel.c	(626) 582-1276	(800) 777-8003
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of	3800 Arco Corporate	Suite 310	Charlotte	NC	28273	dave.gibson@entelegent.c	(866) 295-0471	(704) 323-7464

Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092			(800) 456-8353
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress		Delray Beach	FL	33445		(407) 671-3672	(407) 681-5281
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	johnwilcox@jwecorp.com	(949) 366-9148	(949) 366-8366
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs:	3340 West Market		Akron	OH	44333	mcegelski@firstcomm.co	(330) 835-2330	(330) 835-2472
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton		Elk Grove	CA	95624	linda.saldana@ftr.com	(916) 686-3569	(916) 686-3590
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	Raymond@gtccorp.com		(818) 956-5941
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale		Atlanta	GA	30340	mgagne@globalconnectio	(678) 966-8522	(678) 966-8400
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General	225 Kenneth Drive		Rochester	NY	14623	Michael.Shortley@globalcr		
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	damastando@swidlaw.co	(202) 424-7645	(202) 424-7500
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171		617-933-5550	617-687-5619
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen	6 west Rose St.	Suite 500	Walla Walla	WA	99362	gforge@highspeed.com	(509) 522-2300	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	brian.murdoch@hypercub	(678) 387-2791	(678) 387-3802
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-	1850 Howard Street	Suite 1500	Elk Grove	IL	60007	e-llc.com	(678) 387-2791	(678) 387-3802
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	carlos.delafuente@level3.	(847) 685-8944	(847) 685-8914
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory	520 Broad Street	14th Floor	Newark	NJ	7102	com	(720) 888-5134	(720) 888-2620
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	Carl.Billek@corp.idt.net	(973) 438-1455	(973) 438-4854
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	gwilson@implulse.net	(805) 880-1577	(805) 884-6396
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons	Suite 3031	Dallas	TX	75207	jonathan@onfiber.com	(408) 962-2919	(408) 962-2915
Integrated Communications Consultants, Inc	Interconnection	Alex Ponnath	Chief Technology Officer	333 Washington Blvd	Suite 15	Marina del Rey	CA	90292	jslater@infotelecom.us	216-373-4828	214-646-8035
Integrated Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	alexp@iccinternet.com	(213) 232-3521	(213) 232-3421
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720		(727) 738-5554	(727) 738-5553
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President,	2685 Park Center	Building A	Simi Valley	CA	93065		(559) 447-2121	(559) 447-2100
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	glenn.harris@intermetro.n	(805) 582-1006	(805) 433-8000
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of	1755 North Brown		Lawrenceville	GA	30043	rgeorge@ipnetworksinc.co	(562) 494-4977	(949) 922-5432
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director	1025 Eldorado Blvd		Broomfield	CO	80021	m	(562) 494-4977	(949) 922-5432
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	john.greive@lightyear.net	(502) 515-4138	(502) 410-1508
LSSI Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837		(502) 515-4138	(502) 410-1508
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopack	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President,	Mediacom	100 Crystal Run Road	Middletown	NY	10941	harris@lssi.net	(732) 512-2103	(732) 512-2100
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and	1320 N. Court House	9th Floor	Arlington	VA	22201	sklopack@matrixbt.com	(214) 432-1576	(214) 432-1468
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House	9th Floor	Arlington	VA	22201	amaimon@mediacomcc.c	(845) 695-2669	(845) 695-2610
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	daromettel.net	(212) 635-5074	(212) 607-2003
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic	620 Third St		San Francisco	CA	94107		(212) 635-5074	(212) 607-2003
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic	620 Third Street		San Francisco	CA	94107	JerryHolt@mymti.com	708-679-5062	708-679-5050
Navigator Telecommunications, LLC.	Interconnection - X2A Successor - Renegotiated 1	Michael McAlister	General Counsel	8525 Riverwood Park Drive		North Little Rock	AR	72113	sthomas@tminc.com	(407) 740-0613	(407) 740-8575
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President- External Affairs	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	om	(510) 995-5603	(510) 995-5602
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	mike@navtel.com	(501) 954-1602	(501) 954-4000
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	rgavillet@neutraltandem.c	(312) 346-3276	(312) 384-8040
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	pbewick@newedgenetwor		
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory	1515 K Street	Suite 100	Sacramento	CA	95814	ks.com	360-737-0828	360-906-9775
OACYS Telecom, Inc.	Interconnection								sfenker1@earthlink.net	(740) 548-1173	(740) 549-1092
Pacific Centrex Services, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory Affairs	6855 Tujunga Avenue		North	CA	91605			
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory	4210 Coronado		Stockton	CA	95204	rmuench@cleartel.com	(561) 454-5078	(561) 454-5041
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations	6801 Morrison		Charlotte	NC	28211	kris@lokt.net	(510) 868-8418	(510) 285-8010
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	todd@nccom.com	(619) 364-4750	(619) 364-4750
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	ahanson@o1.com	(916) 554-2180	(916) 554-2115
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677			
PhoneCo, L.P.	22 State - Interconnection - Renegotiated 1	Peni Barfield	CEO	7900 John Carpenter Freeway		Dallas	TX	75247	Pcs1regulatory@gmail.co	818-623-2501	818-623-2300 x

Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	s.zolfonoon@planettelesis		(818) 348-3300
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014		(513) 942-5579	(513) 942-7900
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice	16830 Venture Blvd.	Suite 350	Encino	CA	91436	Keith@preferredlongdista	(818) 380-9099	(818) 380-9090
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	admin@prepaid.cx	(530) 671-3215	(530) 822-0326
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	fxm@qtelephone.com	(214) 821-0343	(214) 746-6363
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	jbrown@vcmsolutions.com	(877) 712-6792	(415) 209-7044
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	daphne.butler@qwest.co	(303) 896-1107	(303) 383-6653
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080			(650) 246-8900
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	mdurkin@rawbw.com	(650) 475-8429	(650) 802-8006
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	mhornor@relianceglobalcomm.com	415-901-2201	415-310-6332
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	maryannmitchell@balorne		(254) 583-2700
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	mike@willitsonline.com	707-370-6666	707-459-8240
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	sflatt@sagetelecom.net	(214) 495-4795	(214) 495-4847
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	smcgurkin@intrado.com	(720) 494-6600	(720) 864-5504
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount	Suite 7	Mount Shasta	CA	96067	peter@snowcrest.net	(530) 926-8831	(530) 926-6888
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	dane@corp.sonic.net	(707) 547-3403	(707) 522-1000
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove	Quad 3-C	Rosemead	CA	91770	thomas.k.braun@sce.com	(626) 302-3990	(626) 302-4413
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	vleon@spectrotel.com	(732) 345-7892	(732) 345-7847
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	Interconnection2@sprint.com		(913) 315-9348
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	fjasinski@surewest.com	916-786-1877	916-786-1597
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public	925 Thomas Drive		Warminster	PA	18974	femccomb@cavtel.com		(267) 803-4349
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	travis@tctelephone.com	530-527-6072	530-529-1968
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	arasura@tcastcom.com	(661) 253-5036	(661) 253-5030
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard		9606 N Mopac Expressway	7th Floor	Austin	TX	78759	jswickard@telwestservices.com		512-381-8800
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	bryan.hertz@telcentris.co	(801) 927-6148	(858) 952-0696
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	kphotiades@pioneertelep	(207) 774-9508	(207) 774-9500
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	azabit@ndw.com	(415) 276-8202	(415) 276-8002
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	mok@ttcmail.net	(310) 286-7676	(310) 789-7979
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	ctjr001@attglobal.net	(443) 628-0070	(214) 826-9877
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	jeff@telequality.com	(707) 471-5499	(210) 408-0388
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand	Suite 3100	Los Angeles	CA	900711550	jholop@telscape.net	(213) 344-2030	(213) 344-2010
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	pcs1regulatory@gmail.com	(618) 623-2300 X 1189	(618) 623-2301
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	jake.lee@hellodial.com	(630) 875-9760	(630) 875-9750
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel,	60 Columbus Circle		New York	NY	10023	julie.laine@twcable.com	(704) 973-6239	(212) 364-8482
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	btwomey@tncii.com	617-369-1117	617-369-1210
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General	10475 Park Meadows Drive		Littleton	CO	80124		(303) 566-1010	(303) 566-1279
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives	620 Third St.		San Francisco	CA	94107	nlubamersky@telepacific.com	(510) 995-5603	(510) 995-5602
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker	7th Floor	Chicago	IL	60606	csurdenik@callone.com	(312)381-8301	(312) 681-8311
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	esprague@vayatelecom.co	(916) 442-5620	(916) 233-5620
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	gary.storm@vcmsolution.com	(925) 244-1940	(925) 244-1800
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	kathy.jespersen@verizonbusiness.com	(805) 373-7515	(805) 372-8333
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039		(972) 465-4715	(972) 465-5153
West Coast Voice & Data, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory	9 Hawk		Irvine	CA	92618	Raphael@gmail.com		(888) 989-2929
Western States Teleport	22 State - Interconnection	Clark Smith		160 Franklin Street	Suite 203	Oakland	CA	94607	csmith@wsteleport.com	510-663-5612	510-663-5686
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1			27515 Enterprise Circle West					greg.m@socaltelephone.com		
Wide Voice, LLC	Interconnection - Renegotiated 1	Greg Michaels	President			Temecula	CA	92590		(951) 693-1550	(951) 693-1880
Wide Voice, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751			
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director -	1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	cheryl@worldwideosp.co	(818) 706-2889	(818) 706-9780
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory	13865 Sunrise Valley		Herndon	VA	20171	Gegi.Leeger@xo.com	(703) 547-3694	(703) 547-2109
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm	FL	33405	russop@magicjack.com	(561) 586-2328	(561) 586-3380

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California) ("AT&T California"), and **CLEC** ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2011 to reflect the revised UNE rates, which will be effective January 1, 2012; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace AT&T California Pricing Sheet Exhibit A filed on October 1, 2010 that included certain UNE Recurring Rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017, with the new Pricing Sheet Exhibit A attached hereto, reflecting the 2011 calculated UNE Recurring Rates including (non-IDSL) DSL capable loops as required by Resolution T-17308.
3. The Agreement is hereby amended to further replace certain UNE and DSL Recurring Rates in the AT&T California Pricing Sheet Exhibit A to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

17308, as reflected in the attached AT&T California Pricing Sheet, Exhibit B. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit B are effective January 1, 2012.

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

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		Current Recurring Rate	2011 CALTEL Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 9.48	9.41
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 12.79	12.69
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 26.43	26.23
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 11.73	11.64
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	\$ 20.15	20.00
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	\$ 24.38	24.20
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	\$ 36.41	36.14

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	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	\$ 22.41	22.24
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	\$ 3.06	3.04
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 9.98	9.91
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 13.34	13.24
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 27.01	26.81
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 12.25	12.16
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 48.67	48.30

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	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 63.19	62.72
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 102.76	101.99
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 56.57	56.15
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	\$ 1.13	1.12
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	\$ 1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	\$ 0.94	0.93
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	\$ 1.11	1.10
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	\$ 0.60	0.60

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	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	\$ 0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	\$ 0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	\$ 0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	\$ 0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	\$ 0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	\$ 0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	\$ 0.52	0.52
DS3 Loop			
	Zone 1	\$ 474.73	471.17
	Zone 2	\$ 702.79	697.52
	Zone 3	\$ 1,388.30	1377.89
	Statewide	\$ 563.73	559.50
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 9.98	9.91
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 13.34	13.24

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	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 27.01	26.81
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 12.25	12.16
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.52	4.49
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 33.49	33.24
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 475.95	472.38
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 4.81	4.77
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	\$ 9.48	9.41
	PSD #1 - 2-Wire xDSL Loop Zone 2	\$ 12.79	12.69
	PSD #1 - 2-Wire xDSL Loop Zone 3	\$ 26.43	26.23
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	\$ 11.73	11.64
	PSD #2 - 2-Wire xDSL Loop Zone 1	\$ 9.48	9.41
	PSD #2 - 2-Wire xDSL Loop Zone 2	\$ 12.79	12.69
	PSD #2 - 2-Wire xDSL Loop Zone 3	\$ 26.43	26.23

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PSD #2 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #3 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #3 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #3 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #3 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #4 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #4 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #4 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #4 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #5 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #5 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #5 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #5 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #7 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #7 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #7 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #7 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
4-Wire xDSL Loop			
PSD #3 - 4-Wire xDSL Loop Zone 1	\$	20.15	20.00
PSD #3 - 4-Wire xDSL Loop Zone 2	\$	24.38	24.20
PSD #3 - 4-Wire xDSL Loop Zone 3	\$	36.41	36.14
PSD #3 - 4-Wire xDSL Loop Statewide /1/	\$	22.41	22.24

		Current 2011 Recurring Rate	2012 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.41	9.34
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.69	12.59
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	26.23	26.03
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.64	11.55
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	20.00	19.85
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	24.20	24.02
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	36.14	35.87

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	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.24	22.07
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.04	3.02
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.91	9.84
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.24	13.14
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.81	26.61
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.16	12.07
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	48.30	47.94

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	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.72	62.25
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.99	101.23
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	56.15	55.73
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.12	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.93	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.10	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60

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	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	471.17	467.64
	Zone 2	697.52	692.29
	Zone 3	1377.89	1367.56
	Statewide	559.50	555.30
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.91	9.84
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.24	13.14

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	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.81	26.61
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.16	12.07
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.49	4.46
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	33.24	32.99
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	472.38	468.84
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.77	4.73
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.69	12.59

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	PSD #2 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	20.00	19.85
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.20	24.02
	PSD #3 - 4-Wire xDSL Loop Zone 3	36.14	35.87
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.24	22.07

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2012	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing #: 41216	Requested Effective Date: October 31, 2012	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	
Phone No.:		Fax No.:	
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479
Certif.		regtss@att.com	(415) 778-1299
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐		Contract _____ Total Rev (\$) _____	
Subject of filing: (Service(s) included) <u>Amendment for 2013 Modified UNE Rates</u>			
Authorization for filing: (Resolution #, Decision #, etc.) <u>General Order 171</u>			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served on utility:</u> (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2012

U 1001 C
 Advice Letter No. 41216

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

*new price_{UNE} = old price_{UNE} * (1 + index)*
where
index = Inflation_{previousyear} - 2.25%
where
Inflation_{previousyear} ≤ 3.00 and ≥ 1.50.

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2011= 2.1).

http://www.bea.gov/newsreleases/national/gdp/2012/pdf/gdp1q12_3rd.pdf

The index is calculated with GDPPI (Inflation) = 2.1

Index= 2.1%-2.25% = -0.15%

Index= -0.15% (price is reduced by 0.15% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.	Fones4All Corporation
A+ Wireless, Inc.	Frazier Mountain Internet Services, Inc.
Access One, Inc	Frontier Communications of America, Inc.
Access Point, Inc.	Global Connect Telecommunications, Inc.
ACN Communications Services, Inc	Global Connection Inc. of America
Advanced TelCom, Inc.	Global Crossing Local Services, Inc.
Airespring, Inc.	Global Metro Networks California, LLC
ALEC, Inc.	Granite Telecommunications, LLC
Arrival Communications, Inc.	Hypercube Telecom, LLC
Astound Broadband, LLC	IBFA Acquisition Company, LLC
AT&T Communications of California, Inc.	ICG Telecom Group, Inc
Backbone Communications, Inc.	IDT America Corp
Bandwidth.com CLEC, LLC	Impulse Telecom, LLC
BCN Telecom, Inc.	Info-Tech Communications
Birch Telecom of the West, Inc.	Infotelecom, LLC
Blue Casa Telephone, LLC	Integrated Telemanagement Services, Inc.
Blue Rooster Telecom, Inc.	Integrated TeleServices, Inc.
Bright House Networks Information Services (California), LLC	InterMetro Communications, Inc.
Broadview Networks, Inc	IP Networks, Inc.
Broadwing Communications, LLC	KMC Telecom V, Inc.
Brooks Fiber Communications	Level 3 Communications LLC
Budget PrePay, Inc.	Lightyear Network Solutions, LLC
BullsEye Telecom, Inc.	Looking Glass Networks, Inc.
Call America, Inc.	LSSi Corp.
Cal-Ore Communications, Inc.	Matrix Telecom, Inc.
CBC Broadband Holdings, LLC	MCC Telephony of the West, LLC
Cbeyond Communications, LLC	MCI WORLDCOM Communications, Inc.
CCT Telecommunications, Inc.	MCImetro Access Transmission Services LLC
Charter Fiberlink CA - CCO, LLC	Metropolitan Telecommunications of California, Inc.
Comcast Phone of California, LLC	Midwestern Telecommunications, Inc.
Competisys Corporation	Mosaic Networx, LLC
Comtel Telcom Assets LP dba Excel Telecommunications	Mpower Communications Corp.
Comtel Telcom Assets LP dba VarTec Telecom	Mpower Networks Services, Inc.
ConnectTo Communications Inc.	Neutral Tandem-California, LLC
Covad Communications Company	New Edge Network, Inc.
Cox California Telcom, LLC	Nexus Communications, Inc.
Creative Interconnect Communications, LLC	nii communications, Ltd.
Curatel, LLC	Norcast Communications Corporation
Cypress Communications Operating Company, Inc.	North County Communications
Digital West Networks, Inc.	O1 Communications, Inc.
DMR Communications, Inc.	OACYS Telecom, Inc.
dPi Teleconnect, L.L.C.	Pacific Centrex Services, Inc.
DSLnet Communications, LLC	Pac-West Telecomm, Inc
Easton Telecom Services, LLC	PaeTec Communications Inc
Electric Lightwave, Inc	PAXIO, Inc.
Enhanced Communications Network, Inc.	Peerless Network of California, LLC
Entelegant Solutions, Inc.	Planet Telesis, Inc.
Ernest Communications, Inc.	Plumas Sierra Telecommunications
Essex Acquisition Corporation	PNG Telecommunications, Inc.
FiberRide, Inc.	Preferred Long Distance, Inc.
First Communications, LLC	Pre-Paid Tel.Com Inc
	Quality Telephone, Inc.
	QuantumShift Communications, Inc.

AT&T CALIFORNIA

Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated

TeleQuality Communications, Inc.
Telscape Communications, Inc.
Think 12 Corporation
Time Warner Cable Information Services
(California), LLC
Trans National Communications International,
Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon Avenue Corporation
Verizon California Inc.
Verizon Select Services, Inc.
West Coast Voice & Data, Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2012, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2012.

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal", written in a cursive style.

Executive Director

Attachment

AT&T California Advice Letter Service List

Via e-mail

regtss@att.com	kathy.mcmahon@sprint.com
ajbily@aol.com	ksalazar@telekenex.com
anitataffrice@earthlink.net	leh@cpuc.ca.gov
bwilde@creatint.com	lorrie.bernstein@mossadams.com
channing@tobinlaw.us	lsaldana@czn.com
daguirre@telscape.net	mgomez1@bart.gov
deyoung@caltel.org	norbe@dwt.com
daniel.ostroff@xo.com	patricia.delgado@usmc.mil
diane.peters@globalcrossing.com	pcasciato@sbcglobal.net
esther.northrup@cox.com	regulatory@surewest.com
fernb@valleyyellowpages.com	rejones@ccmi.com
gina.wybel@netwolves.com	rgloistein@orrick.com
hope.christman@verizon.com	rlongview@telecom611.com
info@tobiaslo.com	rmonto@neutraltandem.com
jchicoin@czn.com	terry.houlihan@bingham.com
john_gutierrez@cable.comcast.com	warner@ucsc.edu
jspencer@creatint.com	william.sanders@sfgov.org
judypau@dwt.com	ysmythe@caltel.com
katherine.mudge@covad.com	

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/als/exportlist.aspx?listid=5>

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) Inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kross@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
Blue Casa Telephone, LLC	Sectional - see Comments										
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	(9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	greg@budgetprepay.com
Bullseye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfield	MI	48033	248-784-2500	248-784-2501	dbailey@bullseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfetzer@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
Competisys Corporation	Sectional - see Comments	William C. Prentice	Chairman/Chief Executive Officer	1402 Michelson Dr	Ste 232	Irvine	CA	92612	(949) 417-2800	(949) 417-2803	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectcto.com
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6197	(512) 794-6006	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9378	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Charles Hartley	Vice President of Operations	1330 Capital Parkway		Carrollton	TX	75006	(972) 488-5500	(972) 488-8676	chuck.hartley@dpiteleconnect.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	(503) 436-8118	(503) 453-8223	jjoxley@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(800) 777-8003 ext. 9-3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegant Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@entelegant.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353		
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672	
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@jwecorp.com
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com
Fones4All Corporation	Sectional - see Comments - Renegotiated 1	Scott A. Sarem	President and CEO	6684 Lemon Leaf Dr		Carlsbad	CA	92009	(760) 533-2470	(760) 607-7135	ssarem@fones4all.com
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3590	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818) 956-5941		Raymond@gtccorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171	617-687-5619	617-933-5550	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1510	(469) 727-1511	lori.brosky@h3net.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalmer@telava.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	900711550	(213) 344-2010	(213) 344-2030	jholop@telscape.net
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312)381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 235-2043	(916) 442-5620	jbeausoleil@o1.com
Verizon Avenue Corporation	13 State - Interconnection	Chief Operating Officer		12901 Worldgate Drive		Herndon	VA	20170	(703) 375-4400		
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 372-8333	(805) 373-7515	kathy.jespersen@verizonbusiness.com
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
West Coast Voice & Data, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Compliance Clerk	9 Hawk		Irvine	CA	92618	(888) 989-2929		Rhaphael@gmail.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-3031		
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Rex Knowles	Executive Director - External Affairs	7050 Union Park Avenue	Suite 400	Midvale	UT	84047	(801) 983-1504	(801) 951-2133	rex.knowles@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2012 to reflect the revised UNE rates, which will be effective January 1, 2013; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2013.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>(OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.34	9.33
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.59	12.57
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	26.03	25.99
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.55	11.53
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.85	19.82
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	24.02	23.98
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.87	35.82
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.07	22.04
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.02	3.02
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.84	9.83
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.14	13.12
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.61	26.57
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.07	12.05

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.94	47.87
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.25	62.16
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.23	101.08
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.73	55.65
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.11	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.08	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.92	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.09	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	467.64	466.94

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	Zone 2	692.29	691.25
	Zone 3	1367.56	1365.51
	Statewide	555.30	554.47
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.84	9.83
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.14	13.12
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.61	26.57
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.07	12.05
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.46	4.45
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.99	32.94
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	468.84	468.14
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.73	4.72
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.59	12.57

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #2 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.85	19.82
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.02	23.98
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.87	35.82
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.07	22.04

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2013	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing #: 42804	Requested Effective Date: October 31, 2013	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	
Phone No.:		Fax No.:	
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479
Certif.		regtss@att.com	(415) 778-1299
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐		Contract _____ Date Executed _____ Total Rev (\$) _____	
Subject of filing: (Service(s) included) <u>Amendment for 2014 Modified UNE Rates</u>			
Authorization for filing: (Resolution #, Decision #, etc.) <u>General Order 171</u>			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also must be served on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2013

U 1001 C
 Advice Letter No. 42804

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{\text{UNE}} &= \text{old price}_{\text{UNE}} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previous year}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previous year}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2012= 1.7).

http://www.bea.gov/newsreleases/national/gdp/2013/pdf/gdp2q13_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.7
 Index= 1.7 % -2.25% = -0.55%
 Index= -0.55% (price is reduced by 0.55% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc
Call One, Inc..
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications, LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Convergence Systems, Inc.
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation.
Fireline Network Solutions, Inc.
First Communications, LLC.
Frontier Communications of America, Inc.

Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Mosaic Network, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Edge Network, Inc.
New Horizons Communications Corp.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC

TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2013, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2013.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
baltk@dwt.com
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
katherine.mudge@covad.com

kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/als/exportlist.aspx?listid=5>

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
360networks (USA) inc.	Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave N.	Suite 600	Plymouth	MN	55441	763-230-4200	763-230-4183	mary.buley@onvoy.com
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	(805) 642-2880	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	312 441-9990	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 851-5422	(919) 827-0448	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3304	(704) 260-3434	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	503-436-8118	jioxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	(818) 786-8990 ext 236	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	859-721-4224	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Melinda Ramirez	Lead Carrier Relations Manager	311 S. Akard Street	Room A13	Dallas	TX	75202	866-430-0544	972-816-3180	mr3247@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	(213) 489-2156	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	(919) 439-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4707	(908) 470-4700	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108		(816) 300-3322	
Blue Casa Telephone, LLC	Sectional - see Comments										
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	(805) 543-8700	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.472.1160	813.387.3651	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-0259	610-755-4872	
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	VP of Network Planning and Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-0950	(216) 373-4636	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	(318) 6715000 x5784	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfield	MI	48033	248-784-2501	248-784-2500	dbailey@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	707-551-8200	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	(312) 681-8311	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	(530) 397-2211	edorm@cot.net

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	(626) 249-0842	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	(678) 424-2467	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	(209) 365-9500	sfetzer@4cct.com
Cebridge Telecom CA, LLC	22 State - Interconnection	Larry E. Miller	Project Management	12444 Powerscourt Drive	Suite 140	St. Louis	MO	63131	(314) 315-9496	(256) 425-2732	Larry.Miller@Suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-965-6640	314-543-2414	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	David J. Malfara, Sr.	Consulting Advisor	7712 Linkside Loop		Reunion	FL	34747	(407) 770-5566	(724) 396-0432	dmalfara@etcgroup.net
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-7893	Beth_Choroser@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	877-302-2584	stevin@comitycommunications.com
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	(818) 546-4601	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	(858) 444-2943	daniel.b@convergence.com
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6006	(512) 794-6197	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	P. O. Box 628		Shingle Springs	CA	94070	(650) 597-1160	(650) 597-1102	bwilde@creatint.com
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 812-7882	(404) 442-0749	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	805-781-9378	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		(714) 404-2988	dave@dmrcom.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6101	(203) 284-6109	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	(330) 659-6700	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	Douglas Denney	VP - Costs & Policy	1201 NE Lloyd Blvd.	Suite 500	Portland	OR	97232	(503) 453-8223	503-453-8285	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	(800) 777-8003 ext. 9-3590	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(866) 295-0471	(704) 323-7464	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		(800) 456-8353	
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	(407) 681-5281	
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	(323) 465-6772 ext 3419	ANGEL@FIRELINEBROADBAND.COM

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	(888) 777-3300	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	(916) 686-3590	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		(818) 956-5941	Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark R. Ellis	CEO	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(678) 741-6333	(678) 741-6200	
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Legal - Interconnection Services	1025 Eldorado Boulevard		Broomfield	CO	80021	(585) 334-0201	(585) 255-1426	Michael.Shortley@globalcrossing.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171	617-933-5550	617-687-5619	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1511	(469) 727-1510	lori.brosky@h3net.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8944	(847) 685-8914	jpalmer@telava.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	(973) 438-4854	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	(805) 884-6396	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	(727) 738-5553	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(562) 494-4977	(949) 922-5432	rgeorge@ipnetworksinc.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	502-410-1456	brian.garrison@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2669	(845) 695-2610	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3656	(703) 351-3006	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 635-5074	(212) 607-2003	daro@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthamas@tminc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	5 Wall Street		Burlington	MA	1803	781-622-2114	781-362-5712	phintz@corp.earthlink.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	(770) 232-9145	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 477-8657	(512) 476-8591	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5078	(561) 454-5041	rmuench@cleartel.com

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Counsel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110		(619) 364-4750	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	(916) 554-2115	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	818-623-2501	818-623-2300 x1133	Pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	(209) 926-3235	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601	(864) 672-5019	(864) 331-8252	mary.conquest@windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(949) 200-6062.	(408) 343-8206	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	dmeldazis@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	(530) 832-6055	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	513-645-4739	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9099	(818) 380-9090	Keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(877) 712-6792	(415) 209-7044	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA- Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	(703) 323-0085	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900	
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	(650) 802-8006	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-901-2201	415-310-6332	mhornor@relianceglobalcom.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570		(254) 583-2700	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	707-459-8240	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	10440 North Central Expressway	Suite 700	Dallas	TX	75231-2228	214-495-4795	214-495-4847	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 494-6600	(720) 864-5504	smcgurkin@intrado.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	(530) 926-6888	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	(707) 522-1000	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	(626) 302-4413	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7892	(732) 345-7847	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		(913) 827-0597 (overnight mail only)	interconnection2@sprint.com

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	916-786-1877	916-786-1597	fjasinski@surewest.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		(864) 331-8252	mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5036	(661) 253-5030	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		512-381-8800	jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9508	(207) 774-9500	kphotiades@pioneertelephone.com
Telegenex, Inc.	Sectional - see Comments	Anthony Zabitz	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	(415) 276-8002	azabitz@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Blvd.	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(707) 471-5499	(210) 408-0388	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	900711550	(213) 344-2030	(213) 344-2010	jholop@telscape.net
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	(212) 364-8482	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1117	617-369-1210	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1010	(303) 566-1279	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	(916) 235-2043	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	(805) 372-8333	kathy.jespersen@verizonbusiness.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	(951) 693-1880	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris Barton	CEO - President	5471 N. University Drive		Coral Springs	FL	33067		(954) 227-1700	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Patrick J Chicas	President and CEO	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007	pjc@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-2889	(818) 706-9780 X103	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director â€” Regulatory Contracts	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	703-547-3694,	703-547-2109	gegi.leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	(561) 586-3380	russop@magicjack.com
Zayo Group, LLC	Interconnection	Mike Allentoff	Mike Allentoff	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@zayo.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2013 to reflect the revised UNE rates, which will be effective January 1, 2014; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2014.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

Page 16 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.33	9.28
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.57	12.50
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.99	25.85
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.53	11.47
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.82	19.71
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.98	23.85
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.82	35.62
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.04	21.92
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.02	3.00
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.83	9.78
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.12	13.05
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.57	26.42
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.05	11.98

		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.87	47.61
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.16	61.82
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.08	100.52
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.65	55.34
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.11	1.10
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.08	1.07
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.92	0.91
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.09	1.08
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50

Page 18 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	466.94	464.37
	Zone 2	691.25	687.45
	Zone 3	1365.51	1358.00
	Statewide	554.47	551.42
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.83	9.78
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.12	13.05
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.57	26.42
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.05	11.98
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.45	4.43
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.94	32.76
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	468.14	465.57
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.72	4.69
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.33	9.28

Page 19 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.82	19.71
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.98	23.85
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.82	35.62
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.04	21.92

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2014	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 44032	Requested Effective Date: October 31, 2014	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	Phone No.:
Filer Janet Arnold		regtss@att.com	(415) 778-1299
Certif.		regtss@att.com	(415) 778-1299
Fax No.: (415) 543-3766			
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included) Amendment for 2015 Modified UNE Rates			
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served</u> on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2014

U 1001 C
 Advice Letter No. 44032

Public Utilities Commission of the State of California:

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{UNE} &= \text{old price}_{UNE} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previous year}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previous year}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line 35: Price Indexes; Row= GDP, column 2013= 1.5).

http://www.bea.gov/newsreleases/national/gdp/2014/pdf/gdp2q14_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.5%
 Index= 1.5% - 2.25% = -0.75%
 Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA,) Inc.
A+ Wireless, Inc.
Access One, Inc.
Access Point, Inc.
ACN Communications Services, Inc.
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc.
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc.
Call One Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Convergence Systems, Inc.
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
CyberNet Communications, Inc.
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Earthlink Business, LLC
Easton Telecom Services, LLC

Electric Lightwave, LLC
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
Fireline Network Solutions, Inc.
First Communications, LLC
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
ICG Telecom Group, Inc.
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networkx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, LLC
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc.
PaeTec Communications Inc.
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC

Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now! LLC
Sage Telecom, Inc.
SCC Communications Corp.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc.
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2014, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2014.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
baltk@dwt.com
bwilde@creatint.com
channing@tobinlaw.us
debbiereed@dwt.com
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
greg.diamond@twtelecom.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com

katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/als/exportlist.aspx?listid=5>

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
360networks, (USA) inc	Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave N.	Suite 600	Plymouth	MN	55441	763-230-4200	763-230-4183	mary.buley@onvoy.com
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	(805) 642-2880	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	312 441-9990	markj@AccessOneInc.com; Mjozwiak@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	(919) 827-0449	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	704-260-3000	sthomas@tminc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	503-436-8118	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	(818) 786-8990 ext 236	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	859-721-4224	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Jane Whang	Davis Wright Tremaine, LLP	505 Montgomery St.	Suite 800	San Francisco	CA	94111			janewhang@dwtd.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	(770) 935-9098	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	(213) 489-2156	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	(919) 439-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	NJ	908.470.4707	(304) 612-3877	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2323 Grand Bvd.	Suite 925	Kansas City	MO	64108	(478) 405-3163	(478) 405-3786	Chris.Aversano@birch.com; tara.jackson@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	(805) 886-2862	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8701	(805) 543-8700	jeff@cerroalto.com; jeff@bluerooster.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	(407) 210-3147	(407) 210-3175	Marva.Johnson@bhnis.com; Marva.Johnson@mybriighthouse.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	610.755.0259	610.755.4872	sommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	(216) 373-4636	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	(318) 6715000 x5784	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	V.P. Corporate Development	25925 Telegraph Road	Suite 210	Southfield, MI	MI	48033	248-784-2501	248-784-2544	dbailey@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	707-551-8200	rvolker@digital395.com; rvolker@praxisfiber.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	209-940-1010	jmills@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	(312) 681-8311	ssurdenik@callone.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	(530) 397-2211	edorm@cot.net; waihun@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	(626) 249-0842	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	(678) 424-2467	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	(209) 365-9500	sfetzer@4cct.com
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	(314) 315-9298	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	(314) 965-6640	314-543-2414	Michael.Moore@chartercom.com betty.sanders@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	07310	(206) 497-1174	(415) 738-6727	Tony.ludlow@citrix.com; tgalbreath@wiltshiregrannis.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-2627	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	877-302-2584	stevin@comitycommunications.com
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	(818) 546-4601	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	(858) 444-2943	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		(925) 310-4493	Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Sam Mitchell	Manager of Finance	1121 Waterloo Road		Stockton	CA	95205	209-940-1030	209-940-1014	smitchell@utilitytelephone.com
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	stoverlaw@gmail.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	(800) 930-3333	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 812-7882	(404) 442-0749	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	805-781-9378	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		(714) 404-2988	dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	01752	781-622-2114	781-362-5712	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	(330) 659-6700	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	503-453-8285	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	(800) 777-8003 ext. 9-3590	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Michael Ruziska	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 504-5868	(704) 323-7495	michael.ruziska@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		(800) 456-8353	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	(407) 681-5281	

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	(323) 465-6772 ext 3419	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	(888) 777-3300	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	(916) 686-3590	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		(818) 956-5941	Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	(678) 741-6252	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021			diane.peters@globalcrossing.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newport Avenue Extension		Quincy	MA	02171	617-328-0312	617-933-5500	regulatory@granitenet.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	469-727-1515	ron.beaumont@h3net.com
ICG Telecom Group, Inc.	Interconnection - Renegotiated 2	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	(973) 438-4854	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	(805) 884-6396	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	(727) 738-5553	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(562) 494-4977	(949) 922-5432	rgeorge@ipnetworksinc.com
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		(800) 899-4125 ext. 209	elise.brentnall@garlic.com; elise.alexander@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com; diane.peters@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	502-410-1456	brian.garrison@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Irving	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2669	(845) 695-2610	amaimon@mediacomcc.com; jlambert@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Duane McPherson	Manager, Carrier Management	600 Hidden Ridge	HQE02L51	Irving	TX	75038	(703) 351-3656	972-718-1563	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Vice President Regulatory Affairs & Litigation	1835-B Kramer Lane	Suite 100	Austin	TX	78758	512.794.6006	512.794.6197	Katherine.Mudge@megapath.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Sam Vogel	Chief Marketing Officer & Senior VP Interconnection	55 Water Street	32nd Floor	New York	NY	10041	212-701-8346	212-607-2146 2000	svogel@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthamas@tminc.com; matt@mosaicnetworx.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Neutral Tandem-California, LLC Page 12 of 20	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com; skellogg@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	(770) 232-9145	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 477-8657	(512) 476-8591	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5078	(561) 454-5041	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Counsel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	kris@lokt.net; teana@gtfredeeen.com; caustin@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110		(619) 364-4750	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	(916) 554-2115	ahanson@o1.com; mnelson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Onvoy, LLC (f/k/a Onvoy, Inc.)	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	763-230-4185	mary.buley@onvoy.com; Fritz.Hendricks@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	(818) 623-2300 x1118	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	(209) 926-3235	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	704-319-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(949) 200-6062	(408) 343-8206	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	Regulatory@peerlessnetwork.com; pphipps@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	(530) 832-6055	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	513-645-4739	sjones@pngmail.com; jdollenmayer@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd.	Suite 350	Encino	CA	91436	(818) 380-7032	(818) 380-9090	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(877) 712-6792	(415) 209-7044	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	(703) 323-0085	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900	
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	(650) 802-8006	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	Suite 700	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com; dianen@ringcentral.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	P.O. Box 597		Rosebud	TX	76570	(254) 583-2700	(877) 443-5240	maryannmitchell@balornet.com; sara@mfoosterlaw.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	707-459-0824	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	10440 North Central Expressway	Suite 700	Dallas	TX	75231-2228	214-495-4795	214-495-4847	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Thomas Hicks	Director - Regulatory Compliance	1601 Dry Creek Dr		Longmont	CO	80503	720-494-6600	972-772-5883	thomas.hicks@intrado.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	(530) 926-6888	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	(707) 522-1000	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	(626) 302-4413	thomas.k.braun@sce.com; gloria.ing@sce.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Spectrotel, Inc. Page 28 of 26	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	07753	(732) 345-7892	(732) 345-7847	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		(913) 827-0597 (overnight mail only)	Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	916-786-1597	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		(864) 331-8252	mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		512-381-8800	jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CA	92121	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Ave		South Portland	ME	04106-2320	(877) 554-1009	(207) 774-9500 ext:232	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	(415) 276-8002	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	(210) 408-0388 x100	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071 1550	(213) 344-2030	(213) 344-2010	jholop@telscape.net
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	(818) 623-2300 X 1189	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	(212) 364-8482	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 965-2476	(805) 560-7809	jcompton@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1010	(303) 566-1279	tina.davis@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	209-940-1014	<u>jimills@utilitytelephone.com</u>
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	(916) 235-2043	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	(805) 372-8333	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	(657) 600-4797	brian@vodex.com; w@vodex.com
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	7450 Dr. Phillips Boulevard		Orlando	FL	32819	(321) 710-6898	(407) 965-1077	rrapolti@voxbeam.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	(951) 693-1880	greg.m@socaltelephone.com

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CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris Barton	CEO - President	5471 N. University Drive		Coral Springs	FL	33067		(954) 227-1700	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390		Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007 x2084	erlae@widevoice.com
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	(703) 547-2109	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	(561) 586-3380	russo@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Manager, Access Planning	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@zayo.com; jill.sandford@zayo.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2014 to reflect the revised UNE rates, which will be effective January 1, 2015; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2015.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

Page 17 of 20		Current 2014 Recurring Rate	2015 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.28	9.21
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.50	12.41
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.85	25.66
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.47	11.38
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.71	19.56
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.85	23.67
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.62	35.35
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	21.92	21.76
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.00	2.98
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.78	9.71
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.05	12.95
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.42	26.22
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	11.98	11.89

Page 18 of 20		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.61	47.25
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	61.82	61.36
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	100.52	99.77
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.34	54.92
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.07	1.06
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.91	0.90
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.08	1.07
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50

Page 19 of 20		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	464.37	460.89
	Zone 2	687.45	682.29
	Zone 3	1358.00	1347.82
	Statewide	551.42	547.28
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.78	9.71
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.05	12.95
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.42	26.22
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.98	11.89
Interoffice Transport			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.43	4.40
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.76	32.51
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	465.57	462.08
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.69	4.65
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.28	9.21

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.71	19.56
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.85	23.67
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.62	35.35
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.92	21.76

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2015	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 430 Bush Street, 1st Floor		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94108		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 44894	Requested Effective Date: January 1, 2016	AL Tier I ☐ II ☐ III ☒	
Name:		Email Address:	Phone No.:
Filer: Richard Howell		regtss@att.com	(415) 778-1299
Certif.:		regtss@att.com	(415) 778-1299
Fax No.: (214) 486-1580			
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included) Amendment for 2016 through 2020 Modified UNE Rates.			
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 and if you have email capability, ALSO email to: TD_PAL@cpuc.ca.gov Protest also <u>must be served</u> on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2015

U 1001 C
 Advice Letter No. 44894

Public Utilities Commission of the State of California:

AT&T California ("AT&T") and the California Association of Competitive Telecommunications Companies ("CALTEL") jointly attach for filing a negotiated Interconnection Agreement Amendment to replace the current "Amendment – 2015 UNE Rates" in California. This filing is to submit for the Commission's approval, pursuant to General Orders ("G.O.s") 96-B and 171, an Interconnection Agreement Amendment pursuant to a Settlement Agreement entered into voluntarily by and between AT&T and CALTEL ("the Joint Parties"). This Interconnection Agreement Amendment and Settlement Agreement, attached to this advice letter, are submitted under the review procedure authorized in G.O. 96-B, Telecommunications Industry Rule 8.1, and G.O. 171 at Rule 4.3 addressing Approval of Agreements reached by Negotiation filed with the Commission pursuant to Section 252 of the Telecommunications Act of 1996 ("the Act"). Pursuant to Rule 7.3 of G.O. 96-B, the Joint Parties request an effective date of no later than 90 days from the date of filing.

The attached Settlement Agreement is submitted to replace the current UNE pricing settlement agreement between AT&T and CALTEL (on behalf of its members) that was approved in California Public Utilities Commission ("CPUC") Decision 09-02-017, and which is set to expire on December 31, 2016. The expiring Settlement Agreement established an indexing mechanism ("Indexing Settlement") for UNE pricing. AT&T and CALTEL wish to terminate the Indexing Settlement and replace it with the attached new Settlement Agreement, which lowers and then fixes UNE rates for a five year term.

Per the new Settlement Agreement, the UNE recurring rates will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1 of the Settlement Agreement and the proposed Interconnection Agreement Amendment. In addition to the Settlement Agreement, the Joint Parties attach for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below necessary to effectuate the Settlement Agreement. If the new Settlement Agreement is not approved, AT&T requests that alternate Advice Letter No. 44895 (also filed this day) pursuant to the existing Indexing Settlement go into effect for the period January 1, 2016 through December 31, 2016.

AT&T and CALTEL have negotiated this Agreement in good faith, in accordance with the requirements of the Act. The Agreement meets the requirements of G.O. 171 Rule 2.18. Specifically, the Agreement does not discriminate against a telecommunications carrier not a party to the Agreement, its implementation is consistent with the public interest, convenience and necessity and the Agreement meets the Commission's service quality standards for telecommunications services and also meets the requirements of all other Commission rules, regulations and orders.

The Joint Parties request that the Commission approve the Agreement pursuant to G.O.s 96-B and 171 within 90 days.

Carrier Name

A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc.
Call One Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comcast Phone of California, LLC
Comity Communications, LLC
ConnectTo Communications Inc.
Convergence Systems, Inc.
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
CyberNet Communications, Inc.
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Earthlink Business, LLC
Easton Telecom Services, LLC
Electric Lightwave, LLC
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
Fireline Network Solutions, Inc.
First Communications, LLC
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America

Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hunter Communications, Inc.
Hypercube Telecom, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightspeed Networks Inc.
Lightyear Network Solutions, LLC
Local Access Services LLC
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a
VarTec Telecom
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.

Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
TQAvenger Telecom LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Webpass Telecommunications, LLC
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and agreement are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter to each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2015, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 430 Bush Street, 1st Floor, San Francisco, CA 94108 (fax number 214 486 1580) and Contract Administration, Attn: Contract Management, AT&T Services, Inc., 311 South Akard, Dallas, Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to AT&T and CALTEL is:

AT&T
Eric Batongbacal
430 Bush Street, 1st Floor
San Francisco, CA 94108

CALTEL
50 California Street, Suite 1500
San Francisco, CA 94108

We would like this filing to become effective January 1, 2016.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com

katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5>

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	akosh@cellpage.com
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	James A. Penney	Executive Vice President	401 Kirkland Barkplace	Suite 500	Kirkland	WA	98033		pmcnamee@wavebroadband.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	7921	908.470.4707	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2885 Riverside Dr	Ste 304	Macon	GA	31210	(478) 405-3163	Chris.Aversano@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	407.210.3147	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	267.537.0064	rsommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	Legal Department	V.P. - "Corporate Development	25925 Telegraph Road	Suite 210	Southfield	MI	48033	248-781-2501	regulatory@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	jmills@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	mhaverkate@championbroadband.com
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	sfetzer@4cct.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-965-6640	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	7302	(206) 497-1174	Tony.ludlow@citrix.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	stevin@comitycommunications.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Bill Wilde	President	P. O. Box 628		Waterloo	CA	95682	(650) 597-1160	bwilde@cictelecom.com
Curatel, LLC	Interconnection - Renegotiated 1	Dan Margolis		1605 W Olympic Blvd	Suite 800	Los Angeles	CA	90015		danielm@icuracao.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Nadine J. Ezzie, Esq.	Deputy General Counsel	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4842	nezzie@broadvox.com
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	1752	781-622-2114	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Michael Ruziska	VP of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	704.504.5868	michael.ruziska@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Paul Masters	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(770) 242-9069	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	None
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd.		Broomfield	CO	80021		Julie.Harris@twtelecom.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Sam Kline	Vice President Strategic Initiatives	100 Newport Avenue Extension		Quincy	MA	2171	617-933-7395	skline@granitenet.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Hunter Communications, Inc.	22 State - Interconnection	Contract Administration		801 Enterprise Drive		Central Point	OR	97502	(541) 727-3066	contracts@hunterfiber.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	ron.beaumont@h3net.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	gwilson@impulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	isaacs@isg-telecom.com .
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		elise.brentnall@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Gary Black, Jr.	VP-Carrier Relations	1025 Eldorado Blvd		Broomfield	CO	80021	N/A	Gary.Black@Level3.com
Lightspeed Networks Inc.	21 State - Interconnection	Cassandra Mill	Contract Manager	921 SW Washington St.	Suite 370	Portland	OR	97205	(214) 889-4529	contracts@lsnetworks.net
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	brian.garrison@lightyear.net
Local Access Services LLC	22 State - Interconnection	Robert Russell	President	11442 Lake Butler Boulevard		Windemere	FL	34766		brussell@dmv.comf
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	One Mediacom Way	100 Crystal Run Road	Mediacom Park	NY	10918	(845) 698-4570	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Daniel J. Higgins II	AVP, Verizon Partner Solution	One Verizon Way	HQE02L51	Basking Ridge	NJ	7920	(703) 351-3656	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Executive Vice President & General Counsel	1835-B Kramer Ln.	Ste. 100	Austin	TX	78758	(512) 794-6006	Katherine.mudge@globalcapacity.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Andoni Economou	COO/EVP	55 Water Street	32nd Floor	New York	NY	10041	212-701- 8394	aeconomou@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	(407) 740-0613	sthamas@tmnc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	rgavillet@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Steven Fenker	President	3629 Cleveland Avenue	Suite C	Columbus	OH	43224	(740) 548-1173	sfenker1@earthlink.net
Norcast Communications Corporation	Sectional - see Comments	Cheryl Lovell	Chief Operating Officer	1998 Santa Barbara St.	Suite 100	San Luis Obispo	CA	93401	(805) 543-8701	clovell@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	619 364 4777	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		tolson@oacys.com
Onvoy, Inc.	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	mary.buley@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	lmartin@pacwest.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager â€” Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	2045 Martin Avenue	Suite 20A	Santa Clara	CA	95050	(949) 200-6062	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	Regulatory@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd	Suite 350	Encino	CA	91436	(818) 380-7032	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Karen A. Weller	V.P. Corporate Development	12657 Alcosta Blvd.	Suite 418	San Ramon	CA	94583	925-415-1900	kweller@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Raul Alcaraz		101 Haskins Way		San Francisco	CA	94080	(650) 649-3550	raul@race.com
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	mike.mulkey@ringcentral.com
Rosebud Telephone, LLC	Interconnection	Mary Ann Mitchell	President	P.O. Box 597		Rosebud	TX	76570	254.583.2027	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Scott Stricklin	President	10440 N Central Expressway	Suite 700	Dallas	TX	75231	214-495-4789	sstricklin@sagetelecom.net
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Ross Artale	President & COO	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7893	rartale@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	ME	4106	(877) 554-1009	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071-1550	(213) 344-2030	jholop@telscape.net

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Brian McClintock	Chief Operating Officer	114 E. Halley	Suite A	Santa Barbara	CA	93101	(805) 568-0063	bmcclintock@tncii.com
TQAvenger Telecom LLC	21 State - Interconnection	Ken Melley	Principal	12 Trophy Ridge		San Antonio	TX	78258	(888) 801-4091	kmelley@tqavenger.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021		Julie.Harris@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Sam Mitchell	Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	smitchell@utilitytelephone.com
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	brian@vodex.co
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	6314 Kingspointe Parkway	Suite 1	Orlando	FL	32819	(321) 710-6898	rrapolti@voxbeam.com
Webpass Telecommunications, LLC	22 State - Interconnection	Charles Barr	President	262 7th Street		San Francisco	CA	94103		Charles@webpass.net
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris S. Barton	President & CEO	5471 N. University Drive		Coral Springs	FL	33067	(954) 905-4277	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	erlae@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	russo@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Vendor Contracts Manager	9 Saxony Road	Suite 120	Pittsford	NY	14534	303-226-5777	mike.allentoff@zayo.com

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement") is made and entered into this last day of September 2015, by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T") and the California Association Competitive Telecommunications Companies ("CALTEL") on behalf of itself and its members. AT&T and CALTEL are each referred to individually herein as a "Party" and collectively as the "Parties."

This Settlement Agreement is entered into to replace the settlement agreement between the Parties approved in California Public Utilities Commission ("CPUC") Decision 09-02-017 that established an indexing mechanism ("Indexing Settlement"). The Parties believe that this Settlement Agreement is a reasonable compromise of their opposing positions regarding the re-examination process at issue in the CPUC Proceeding R.93-04-003\ I.93-04-002. The Parties agree that the provisions of this Settlement Agreement adequately balance the interests of AT&T and CALTEL's members. The Parties aver that this Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest. The Parties agree jointly to support the provisions of the Settlement Agreement set forth below.

RECITALS

WHEREAS, in R.93-04-003, I.93-04-002 the Commission has considered the process for re-examining Commission-determined Unbundled Network Element ("UNE") rates; and

WHEREAS, in R.93-04-003, I.93-04-002 the Parties submitted their proposals for re-examining Commission-determined UNE rates; and

WHEREAS, on July 30, 2008, an Assigned Commissioner's Ruling Setting 120-Day Negotiation Period was issued allowing Parties to negotiate an agreement on the UNE re-examination process to be used by the Commission; and

WHEREAS, pursuant to this Assigned Commissioner's Ruling, the Parties engaged in negotiation of an agreement on the UNE re-examination process to be used; and

WHEREAS, in Decision 09-02-017 the Commission approved the Indexing Settlement between AT&T and CALTEL, which establishes an indexing mechanism to determine UNE pricing; and

WHEREAS, the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with this Settlement Agreement, which fixes UNE rates for a five year term; and

WHEREAS, the Parties desire to settle the dispute over the UNE re-examination process to be used; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the receipt and sufficiency of consideration which are hereby acknowledged by each Party to the other, AT&T and CALTEL, covenant and agree as follows:

COVENANTS

1. Recitals; Defined Terms

The foregoing Recitals are hereby incorporated into and made a part of this Agreement. UNEs are defined as those required by 47 U.S.C 251(c)(3) as determined by the Federal Communications Commission ("FCC").

2. UNE Re-examination Process – AT&T

The Parties agree that current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1, hereto.

3. Term of Settlement Agreement.

The Term of this Settlement Agreement is from January 1, 2016 through and including December 31, 2020 ("Initial Term"). Thereafter, the Settlement Agreement shall continue for one or more Renewal Terms, each on a three year basis unless notice is given by either Party to terminate at least 6 months in advance of the conclusion of the Initial Term or any Renewal Term. In the event that AT&T seeks to terminate under this provision, in addition to the notice, AT&T will also provide a statement of whether it intends to file a request for cost proceeding with the CPUC and the anticipated date for such a filing. AT&T may not file a request for a cost proceeding with the CPUC until one year prior to the end of the Initial Term or Renewal Term, and only after notice consistent with this provision.

4. Further Requirements

- a. The Parties agree that this Settlement is a compromise and settlement of disputed claims at issue regarding the appropriate and legal UNE re-examination process at issue in R.93-04-003, I.93-04-002 and that the Parties have conducted settlement negotiations in compliance with the Assigned Commissioner's Ruling dated July 30, 2008.
- b. This Settlement Agreement is subject to approval by the CPUC. Nothing in this Settlement shall be deemed as an admission or an assessment of the outcome that could have been reached without voluntary negotiations. Further, the Parties agree that the obligations set forth in this Settlement are without any prejudice to positions each Party has taken, or may hereafter take, in any proceeding in another state, or in any future

proceeding at the CPUC after the expiration of the term of this Settlement. Commission adoption of this settlement does not constitute approval of, or precedent regarding, any principle or issue in R.93-04-003, I.93-04-002, or in any future proceeding.

- c. No Party shall engage in any *ex parte* contact with the CPUC in regard to this Settlement Agreement unless such Party states that it is in full support of the Settlement Agreement and each and every term thereof. No Party shall seek, directly or indirectly, to have the CPUC modify the terms of this or any other Settlement Agreement in this phase of this proceeding without the express consent of all other Parties.
- d. The Parties each agree, without further consideration, to execute and/or cause to be executed, any other documents, and to take any other action as may be necessary, to effectively consummate the subject matter of this Settlement Agreement.
- e. This Settlement Agreement, shall not establish, be interpreted as establishing, or be used by any Party to establish or to represent their relationship as any form of agency, partnership or joint venture. No Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Settlement Agreement, is provided.
- f. This Settlement Agreement and all covenants set forth herein shall be binding upon and shall inure to the benefit of the respective Parties hereto, their legal successors, heirs, assigns, partners, representatives, executors, administrators, parent companies, subsidiary companies, affiliates, divisions, units, agents, attorneys, officers, directors, and shareholders.
- g. This Settlement Agreement and the provisions contained herein shall not be construed or interpreted for or against any party hereto because that party drafted or caused its legal representative to draft any of its provisions.
- h. This Settlement Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of California.
- i. This Settlement Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement.
- j. The provisions of this Settlement Agreement are not severable. If the CPUC or any court of competent jurisdiction rules that any material provision of this Settlement Agreement is invalid or unenforceable, or materially modifies any material provision of this Settlement Agreement, then this Settlement Agreement shall be deemed rescinded and the Parties returned to the status quo as of the date of execution of this Settlement Agreement.

- k. If the FCC or a court of competent jurisdiction substantially revises the FCC TELRIC rules affecting UNE pricing, then any party may petition the Commission for permission to file a UNE rate proceeding notwithstanding this Settlement Agreement. Nothing in this Settlement Agreement shall prevent any party from opposing any such petition.
- l. The Parties hereto acknowledge each has read this Settlement Agreement, that each fully understands its rights, privileges and duties under this Settlement Agreement, and that each enters this Agreement freely and voluntarily. Each Party further acknowledges that it has had the opportunity to consult with an attorney of its own choosing to explain the terms of this Settlement Agreement and the consequences of signing it.
- m. The Parties each represent that they and/or their counsel have made such investigation of the facts and law pertaining to the matter described in this Settlement Agreement as they deem necessary and that they have not relied and do not rely upon any statement, promise or representation by any other Party or its counsel, whether oral or written, except as specifically set forth in this Settlement Agreement. The Parties each expressly assume the risk of any mistake of law or fact made by them or their counsel.
- n. Each Party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the subject regarding the appropriate UNE re-examination process at issue in R.93-04-003, I.93-04-002. Nevertheless, it is the intention of the Parties to fully settle all issues related to the UNE re-examination process for the term described herein, which does not now exist, may exist, or heretofore have existed between them. In furtherance of such intention, for the term described herein, the releases given herein shall be and remain in effect as full and complete mutual releases of all such claims, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.
- o. With respect to this Settlement Agreement and the releases set forth herein, the Parties hereby expressly waive the Section 1542 of the California Civil Code, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Parties further acknowledge that this Settlement has been negotiated and agreed upon in light of this situation and expressly waive any and all rights which they may have under Section 1542 of the California Civil Code, or any other state or federal statute or common law principle of similar effect.

- p. The parties acknowledge that the provisions of this Settlement Agreement will be incorporated into an order approved by the CPUC, and that such order shall be binding on all regulated entities to the full extent of the CPUC's jurisdiction over such entities.

Settlement Agreement between
Pacific Bell Telephone Company d/b/a
AT&T California ("AT&T") and
California Association Competitive
Telecommunications Companies ("CALTEL")

- q. The undersigned hereby acknowledge and covenant that they have been duly authorized to execute this Settlement Agreement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency and/or employment.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the pages that follow.

Pacific Bell Telephone Company d/b/a
AT&T California

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By: Eric Batongbacal
Printed Name: ERIC BATONGBACAL
Title: EXECUTIVE DIRECTOR
Date: Sept. 30, 2015

California Association Competitive
Telecommunications Companies
("CALTEL")

Sarah De Young
By: _____
Printed Name: Sarah De Young
Title: Executive Director
Date: Sept. 30, 2015

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and, WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter each year by October 1, 2010 through October 1, 2015, to reflect the revised UNE rates, which would be effective January 1, 2011 through and including December 31, 2016 ; and,

WHEREAS, the Parties agree the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with a new Settlement Agreement, which fixes UNE rates for a five year term; from January 1, 2016 through and including December 31, 2020 ("Initial Term"); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement, in that the current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

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GENERIC TERMINOLOGY		Current 2015 Recurring Rate	2016 - 2020 Modified Recurring Rate
NETWORK ELEMENTS			
LOOPS			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.21	9.12
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.41	12.29
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.66	25.40
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.38	11.27
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.56	19.36
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.67	23.43
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.35	35.00
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	21.76	21.54
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	2.98	2.95
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.71	9.61
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.95	12.82
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.22	25.96
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	11.89	11.77

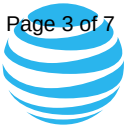
Page 22 of 24	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.25	46.78
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	61.36	60.75
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	99.77	98.77
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	54.92	54.37
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.06	1.05
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.90	0.89
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.07	1.06
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.59
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.57
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.53
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.57

Page 23 of 24	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.51
DS3 Loop			
	Zone 1	460.89	456.28
	Zone 2	682.29	675.47
	Zone 3	1347.82	1334.34
	Statewide	547.28	541.81
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.71	9.61
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.95	12.82
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.22	25.96
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.89	11.77
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.40	4.36
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.51	32.18
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	462.08	457.46
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.65	4.60
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.21	9.12

Page 24 of 24	PSD #5 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.56	19.36
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.67	23.43
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.35	35.00
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.76	21.54

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: August 16, 2017	
Company Name: AT&T California		CPUC Utility Number U -1001-C	
Address: 430 Bush Street, 5 th Floor		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94108		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 46852	Requested Effective Date: September 15, 2017	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	Phone No.:
Richard T. Howell		att-regulatory-ca@att.com	(415) 417-5033
Certif.		att-regulatory-ca@att.com	(415) 417-5033
		No. Tariff Sheets:	
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included)		Amendment to the ICAs of the listed CLECs to implement bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.	
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings)			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring)			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.)			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served on utility:</u> (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



August 16, 2017

U 1001 C
Advice Letter No. 46852

Public Utilities Commission of the State of California

Pursuant to the FCC's Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing a Unified Intercarrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) and consistent with the CPUC's Order Instituting Rulemaking 03-08-018, AT&T California will file an amendment ("Amendment") to the Interconnection Agreements of CLECs that benchmark access rates to price cap carriers for the purpose of implementing bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

The Amendment by and between AT&T California and the telecommunications carriers listed below will be filed with the CPUC pursuant to Rule 5.2 of Commission General Order 171, with signatures. The Amendment will become effective, absent rejection of the Advice Letter, by the Commission upon thirty (30) days after the filing date.

AT&T

Carrier Name

A+ Wireless, Inc.
Access One, Inc
ALEC, Inc.
Arrival Communications, Inc.
Bandwidth.com CLEC, LLC
Bright House Networks Information Services (California), LLC
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comity Communications, LLC
ConnectTo Communications Inc.
Creative Interconnect Communications, LLC
CyberNet Communications, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Global Connection Inc. of America
Hypercube Telecom, LLC
IDT America Corp
Impulse Telecom, LLC
Integrated Path Communications, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Local Access Services LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.

NetFortris Acquisition Co., Inc.
New Horizons Communications Corp.
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pac-West Telecomm, Inc

Pacific Centrex Services, Inc.
PaeTec Communications Inc
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Qwest Communications Company, LLC
RCLEC, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
Tel West Communications, LLC
TC Telephone LLC
TelCentris Communications, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
TNCI Operating Company LLC
U.S. TelePacific Corp.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
XO Communications Services, Inc.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site at <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-417-5033.

Anyone may object to this advice letter, which was filed August 16, 2017, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 430 Bush Street, 5th Floor, San Francisco, CA 94108 (fax number 214-486-1580), and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas, Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail att-regulatory-ca@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective September 15, 2017

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal".

AVP-AT&T Regulatory

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
fred.broughton@sprint.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
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mgomez1@bart.gov
patricia.delgado@usmc.mil
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5>