



**Dennis Wagner**  
External & Legislative Affairs

AT&T Tennessee  
333 Commerce Street  
Suite 2102  
Nashville, TN 37201-1800

T: 615.214.4066  
F: 615.214.8867  
[dennis.wagner@att.com](mailto:dennis.wagner@att.com)  
[www.att.com](http://www.att.com)

May 6, 2016

Hon. Herbert Hilliard, Chairman  
Tennessee Regulatory Authority  
502 Deaderick Street  
Nashville, TN 37238

Re: *Approval of an Amendment to the Interconnection Agreement Negotiated by  
AT&T Tennessee and GC Pivotal, LLC d/b/a Global Capacity ("Global Capacity")*  
Docket No. 16-00053

Dear Chairman Hilliard:

Enclosed for filing in the referenced docket are the original and two (2) copies of the *Petition for Approval of an Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and GC Pivotal, LLC d/b/a Global Capacity, ("Global Capacity")*

In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T Tennessee and Global Capacity within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Global Capacity and AT&T Tennessee aver that the Agreement is consistent with the standards for approval.

This Amendment changes the name of the carrier in the underlying agreement and on the main billing account.

AT&T Tennessee respectfully requests that the Authority approve the Agreement.

Very truly yours,

/s/ Dennis Wagner

Dennis Wagner

DW/mhs  
Enclosures

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and GC Pivotal, LLC d/b/a Global Capacity*

Docket No. 16-00053

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE  
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN  
AT&T TENNESSEE AND GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY**

AT&T Tennessee ("AT&T") and GC Pivotal, LLC d/b/a Global Capacity ("Global Capacity") file this request for approval of the Amendment to the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of their request, Global Capacity and AT&T state the following:

1. Global Capacity and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to Global Capacity.

2. The parties have recently negotiated an amendment to the Agreement. The amendment changes the name of the carrier in the underlying agreement and on the main billing account. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Global Capacity and AT&T are submitting their Agreement to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and Global Capacity within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Global Capacity and AT&T aver that the Agreement is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

Global Capacity and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By: /s/ Dennis Wagner

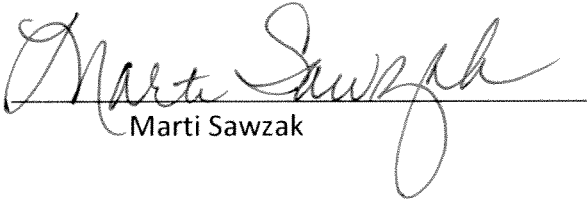
Dennis Wagner  
333 Commerce Street, Suite 2102  
Nashville, Tennessee 37201-3300  
(615) 214-4066

**CERTIFICATE OF SERVICE**

I hereby certify that on May 6, 2016, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

GC Pivotal, LLC d/b/a Global Capacity  
c/o Katherine K. Mudge  
Exec. VP & General Counsel  
3415 Greystone Drive, Suite 300  
Austin, TX 78731  
[Katherine.mudge@globalcapacity.com](mailto:Katherine.mudge@globalcapacity.com)

  
Marti Sawzak

## AMENDMENT

## BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T MISSOURI AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY



Signature: eSigned - Katherine K. MudgeSignature: eSigned - William A. BockelmanName: eSigned - Katherine K. Mudge  
(Print or Type)Name: eSigned - William A. Bockelman  
(Print or Type)Executive Vice President & General Counsel  
Title: \_\_\_\_\_  
(Print or Type)Title: Director  
(Print or Type)Date: 25 Apr 2016Date: 26 Apr 2016**GC Pivotal, LLC d/b/a Global Capacity**

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T MISSOURI and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	---	7871
CALIFORNIA	---	7871
FLORIDA	8424	7871
GEORGIA	8424	7871
ILLINOIS	---	4681
INDIANA	---	4682
KANSAS	---	2995
KENTUCKY	8424	7871
LOUISIANA	---	7871
MICHIGAN	---	4685
MISSISSIPPI	---	7871
MISSOURI	---	4687
NORTH CAROLINA	8424	7871
OHIO	---	3286
TENNESSEE	---	7871
TEXAS	---	4694

WISCONSIN	---	2962
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Description	ACNA Code(s)
ACNA(s)	OVC

## NAME CHANGE AMENDMENT

This Amendment (the "Amendment") amends the Agreement(s) as shown in the attached Exhibit A.

**WHEREAS**, AT&T and MegaPath Corporation ("MegaPath") are Parties to the specified Agreement(s) as shown in the attached Exhibit A; and

**WHEREAS**, the AT&T Inc. owned ILECs ("AT&T") are: BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE; Illinois Bell Telephone Company d/b/a AT&T ILLINOIS; Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA; Michigan Bell Telephone Company d/b/a AT&T MICHIGAN; Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale; The Ohio Bell Telephone Company d/b/a AT&T OHIO; Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA; Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, and AT&T TEXAS; and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN; and

**WHEREAS**, the Agreements listed on Exhibit A were transferred from MegaPath to GC Pivotal, LLC d/b/a Global Capacity ("CARRIER") pursuant to and as described in the Transfer Agreement between AT&T and CARRIER dated February 5, 2016 and the Parties agree that the Agreements should reflect that CARRIER now is the proper Party to the Agreement(s).

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T and CARRIER hereby agree as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement(s) is/are hereby amended to reflect the change from MegaPath to CARRIER as shown in Exhibit A.
3. AT&T shall reflect that name change only for the main billing account (header card) for each of the accounts previously billed to CARRIER. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement(s). Without limiting the foregoing, CARRIER affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CARRIER with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement(s).
4. Once this Amendment is effective, CARRIER shall operate with AT&T under the CARRIER's New Legal Name for those accounts. Such operation shall include, by way of example only, submitting orders under CARRIER's New Legal Name, and labeling (including re-labeling) equipment and facilities with CARRIER's New Legal Name. Any change in CARRIER's name including a change in the "d/b/a", or due to assignment or transfer of this/these Agreement(s) wherein only CARRIER's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, CARRIER is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CARRIER must submit the appropriate service request to AT&T to update CARRIER's name on all applicable billing accounts (BANs), and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CARRIER desire to change its name on individual circuits and/or End User records, CARRIER must submit the appropriate service request(s) to AT&T to update CARRIER's name on individual circuits and/or End User records, and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. 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 (including all incorporated or accompanying Appendices, Addenda, and Exhibits to 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 Amendment.



6. 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. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
10. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

### Exhibit A

AT&T ILEC ("AT&T")	Previous Carrier Party Name	CARRIER Legal Name	Contract Type	Approval Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	MegaPath Corporation fka Covad Communications Company	GC Pivotal, LLC d/b/a Global Capacity	Interconnection	06/25/97
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	MegaPath Corporation fka Covad Communications Company	GC Pivotal, LLC d/b/a Global Capacity	Interconnection	09/22/10
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	MegaPath Corporation fka Covad Communications Company	GC Pivotal, LLC d/b/a Global Capacity	Interconnection	02/07/08
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	MegaPath Corporation fka DIECA Communications, Inc. d/b/a Covad Communications Company	GC Pivotal, LLC d/b/a Global Capacity	Interconnection	12/13/06
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	MegaPath Corporation fka DIECA Communications, Inc. dba Covad Communications Company	GC Pivotal, LLC d/b/a Global Capacity	Interconnection	07/01/08
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	MegaPath Corporation fka DIECA Communications, Inc.	GC Pivotal, LLC d/b/a Global Capacity	Interconnection	03/26/08
The Ohio Bell Telephone Company d/b/a AT&T OHIO	MegaPath Corporation fka DIECA Communications, Inc. d/b/a Covad Communications Company	GC Pivotal, LLC d/b/a Global Capacity	Interconnection	05/11/08

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	MegaPath Corporation fka Covad Communications Company	GC Pivotal, LLC d/b/a Global Capacity	Interconnection	11/14/06
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	MegaPath Corporation fka DIECA Communications, Inc. d/b/a Covad Communications	GC Pivotal, LLC d/b/a Global Capacity	Interconnection	11/13/06
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE	MegaPath Corporation fka DIECA Communications, Inc. d/b/a Covad Communications Company	GC Pivotal, LLC d/b/a Global Capacity	Interconnection	07/25/07 (executed date)