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May 18, 2018

VIA OVERNIGHT COURIER

Hon. David F. Jones, Chairman
Tennessee Public Utility Commission
502 Deaderick Street
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and CBTS Technology Solutions, LLC f/k/a Cincinnati Bell Any Distance Inc. ("CLEC")*
Docket No. 18-00060

Dear Chairman Jones:

Enclosed for filing in the referenced docket is the original *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and CLEC*. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Public Utility Commission.

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

This Amendment implements the FCC's USF/ICC Order and changes name from Cincinnati Bell Any Distance Inc. to CBTS Technology Solutions, LLC.

AT&T Tennessee respectfully requests that the Commission approve the Amendment to the Agreement.

Sincerely,

A handwritten signature in blue ink that reads "Richard T. Howell/mr".

Richard T. Howell

RTH/mr
Enclosures

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and CBTS Technology Solutions, LLC f/k/a Cincinnati Bell Any Distance Inc.*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND CBTS TECHNOLOGY SOLUTIONS, LLC F/K/A
CINCINNATI BELL ANY DISTANCE INC.**

AT&T Tennessee ("AT&T") and CBTS Technology Solutions, LLC f/k/a Cincinnati Bell Any Distance Inc. ("CLEC") 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, CLEC and AT&T state the following:

1. CLEC 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 CLEC.

2. The parties have recently negotiated an amendment to the Agreement. The amendment implements the FCC's USF/ICC Order and changes name from Cincinnati Bell Any Distance Inc to CBTS Technology Solutions, LLC. 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, CLEC and AT&T are submitting their Agreement to the Tennessee Public Utility Commission for its consideration and approval. In accordance with Section 252(e) of the Act, the Tennessee Public

Utility Commission is charged with approving or rejecting the negotiated Amendment to the Agreement between AT&T and CLEC within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission 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.

4. CLEC and AT&T aver that the Agreement is consistent with the standards for approval.

5. 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.

CLEC and AT&T respectfully request that the Tennessee Public Utility Commission approve the Amendment to the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By: /s/ Richard T. Howell
Richard T. Howell
208 S Akard St, Room 2510.02
Dallas, Texas 75202
(214) 757-8099

CERTIFICATE OF SERVICE

I hereby certify that on May 18, 2018, a copy of the foregoing document was served on the following, via the method indicated:

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

CBTS Technology Solutions, LLC
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Managing Director - Regulatory and
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221 East 4th Street, Suite 103-1280
Cincinnati, OH 45201
ted.heckmann@cinbell.com
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Mary Reed

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA,
AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, 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, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A
AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI AND AT&T TEXAS

AND

CBTS TECHNOLOGY SOLUTIONS, LLC



Signature: eSigned - Ted HeckmannSignature: eSigned - William BockelmanName: eSigned - Ted Heckmann
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)

Managing Director - Regulatory and Government Affairs

Title: _____
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 23 Apr 2018Date: 25 Apr 2018

CBTS Technology Solutions, LLC

BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, 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, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI and AT&T TEXAS by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ILLINOIS	3637,739E	3638	9902
INDIANA	3637	3638	3638
KENTUCKY	739E	973F	593F
LOUISIANA	739E	178G	177G
MICHIGAN	739E	118G	117G
MISSOURI	739E	096G	095G
OHIO	739E	972F	600F
SOUTH CAROLINA	739E	993F	968F
TENNESSEE	739E	969F	776F

Description	ACNA Code(s)
ACNA(s)	CBD,EGX

**AMENDMENT TO THE AGREEMENT
BETWEEN
CBTS TECHNOLOGY SOLUTIONS, LLC
AND**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, 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, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T MISSOURI AND AT&T TEXAS

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CBTS Technology Solutions, LLC (f/k/a Cincinnati Bell Any Distance Inc.) ("CLEC") as shown in the attached Exhibit A. AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit A and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order").

WHEREAS, Cincinnati Bell Any Distance Inc. has changed its name to CBTS Technology Solutions, LLC and wishes to reflect that name change 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 Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Listing of Agreements and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Inter-carrier Compensation**
 - 2.1. The Parties hereby implement the inter-carrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit C, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The inter-carrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. The Agreement is hereby amended to reflect the name change from Cincinnati Bell Any Distance Inc to CBTS Technology Solutions, LLC.
4. AT&T shall reflect that name change from Cincinnati Bell Any Distance Inc to CBTS Technology Solutions, LLC only for the main billing account (header card) for each of the accounts previously billed Cincinnati Bell Any Distance Inc. 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. Without limiting the foregoing, CBTS Technology Solutions, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Cincinnati Bell Any Distance Inc with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
5. Once this Amendment is effective, CBTS Technology Solutions, LLC shall operate with AT&T under the CBTS Technology Solutions, LLC name for those accounts. Such operation shall include, by way of example only, submitting orders under CBTS Technology Solutions, LLC and labeling (including re-labeling) equipment and facilities with CBTS Technology Solutions, LLC Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this

Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC 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. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANS), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

6. 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.
7. 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.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. 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.
 - 10.1 For Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Missouri, Nevada, North Carolina, South Carolina, 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 Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. 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 91st day after filing.

Exhibit A

AT&T ILEC (“AT&T”)	CLEC Old Legal Name	CLEC New Legal Name	Contract Type	Approval Date
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	July 30, 2010
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	April 7, 2010
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	March 2, 2010
BellSouth Telecommunications, LLC d/b/a AT&T Kentucky	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	February 26, 2010
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	December 2, 2010
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	March 19, 2010
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	February 3, 2010
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	January 25, 2010
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	December 21, 2005
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	January 16, 2002

Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	January 25, 2010
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	December 25, 2009
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	June 30, 2010
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	July 28, 2010
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	June 16, 2010
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	January 14, 2010

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU