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July 26, 2018

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

**VIA OVERNIGHT COURIER**

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. 18-00081

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 ICC Reform 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,

*Richard T. Howell/me*

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. 18-00081

**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 ICC Reform 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

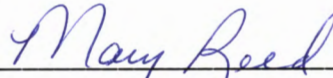
By: /s/ Richard T. Howell  
Richard T. Howell  
208 S Akard St, Room 2510.02  
Dallas, Texas 75202  
(214) 757-8099

**CERTIFICATE OF SERVICE**

I hereby certify that on July 26, 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  
Ted Heckmann  
Managing Director - Regulatory and  
Government Affairs  
221 East 4th Street, Suite 103-1280  
Cincinnati, OH 45201  
[ted.heckmann@cinbell.com](mailto:ted.heckmann@cinbell.com)  
[gary.peddicord@cinbell.com](mailto:gary.peddicord@cinbell.com)



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, CBTS TECHNOLOGY  
SOLUTIONS, LLC D/B/A SUNTEL SERVICES**



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 Affa

Title: \_\_\_\_\_  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 05 Jun 2018Date: 05 Jun 2018**CBTS Technology Solutions, LLC, CBTS  
Technology Solutions, LLC d/b/a Suntel  
Services**

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       | 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 | 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. **Intercarrier Compensation**
  - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier 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.
11. For Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Missouri, Nevada, 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 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 91<sup>st</sup> day after filing.



**Exhibit A**

| <b>AT&amp;T ILEC ("AT&amp;T")</b>                                  | <b>CLEC Old Legal Name</b>        | <b>CLEC New Legal Name</b>     | <b>Contract Type</b> | <b>Approval Date</b> |
|--|-----------------------------------|--------------------------------|----------------------|----------------------|
| 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     |

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

Pricing Sheet  
Exhibit B

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