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August 12, 2019

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 E. Ritter Communications Inc. ("CLEC")*
Docket No. 19-00070

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 modifies certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements.

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

Sincerely,

Richard T. Howell

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 E. Ritter Communications Inc.*

Docket No. 19-00070

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND E. RITTER COMMUNICATIONS INC.**

AT&T Tennessee ("AT&T") and E. Ritter Communications, 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 modifies certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements. 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

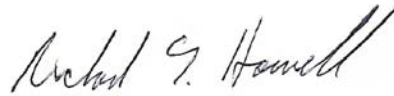
By: /s/ Richard T. Howell
Richard T. Howell
208 S Akard St, Room 2510.02
Dallas, Texas 75202
(214) 757-8099

CERTIFICATE OF SERVICE

I hereby certify that on August 12, 2019, a copy of the foregoing document was served on the following, via the method indicated:

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

E. Ritter Communications Inc.
John D. Strobe
Vice President-External Affairs
2400 Ritter Drive
Jonesboro, AR 72401
john.strobe@rittercommunications.com



Richard T. Howell

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE,
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T
ARKANSAS**

AND

**E. RITTER COMMUNICATION, INC., E. RITTER COMMUNICATIONS, INC.
d/b/a RITTER COMMUNICATIONS, INC.**

Signature: eSigned - Michael SullivanSignature: eSigned - William BockelmanName: eSigned - Michael Sullivan
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: Carrier Relations Manager
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 19 Jul 2019Date: 22 Jul 2019E. Ritter Communication, Inc., E. Ritter
Communications, Inc. d/b/a Ritter
Communications, Inc.BellSouth Telecommunications, LLC d/b/a AT&T
TENNESSEE, Southwestern Bell Telephone
Company d/b/a AT&T ARKANSAS by AT&T Services,
Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ARKANSAS	097A	096A	095A
TENNESSEE	097A	- - -	181H

Description	ACNA Code(s)
ACNA(s)	EII

**AMENDMENT TO THE AGREEMENT
BETWEEN
E. RITTER COMMUNICATIONS, INC.
E. RITTER COMMUNICATIONS, INC. d/b/a RITTER COMMUNICATIONS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE, SOUTHWESTERN BELL
TELEPHONE COMPANY D/B/A AT&T ARKANSAS**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

WHEREAS, CLEC has changed its name 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, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Agreements are hereby amended to reflect the name change from CLEC's Previous Legal Name to CLEC's New Legal Name as shown in Exhibit A.
3. AT&T shall reflect that name change from CLEC's Previous Legal Name to "CLEC's New Legal Name" only for the main billing account (header card) for each of the accounts previously billed to CLEC's Previous Legal Name. 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, CLEC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CLEC with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, CLEC shall operate with AT&T under CLEC's New Legal Name for those accounts. Such operation shall include, by way of example only, submitting orders under CLEC's New Legal Name and labeling (including re-labeling) equipment and facilities with CLEC's New Legal Name. 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).
5. The Parties agree to delete Sections 9.1 and 9.2 from Attachment 07 – Operations Support Systems of the Agreement and add the following language:

9.0 Data Connection Security Requirements

- 9.1** CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and

software integrity. To the extent there is a conflict between this Amendment's Section 9.0 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

- 9.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

6. The Parties agree to replace the Notices contact info in Section 21.4 from the Agreement with the following language:

- 21.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	John D. Strode Vice President-External Affairs
STREET ADDRESS	2400 Ritter Drive
CITY, STATE, ZIP CODE	Jonesboro, AR 72401
PHONE NUMBER*	(870) 336-2345
FACSIMILE NUMBER	(870) 336-9345
EMAIL ADDRESS	john.strode@rittercommunications.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

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 Tennessee: 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.

Exhibit A

AT&T ILEC ("AT&T")	CLEC Previous Legal Name	CLEC New Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	E. Ritter Communications, Inc.	E. Ritter Communications, Inc. d/b/a Ritter Communications, Inc.	Interconnection Agreement	8/25/16
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	E. Ritter Communications, Inc.	E. Ritter Communication, Inc.	Interconnection Agreement	5/22/16