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June 4, 2021

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 United States Cellular Corporation entities (Tennessee RSA No. 3 Limited Partnership; United States Cellular Operating Company of Knoxville; and United States Cellular Telephone Company (Greater Knoxville), L.P. (collectively "CMRS providers")*
Docket No. 21-00065

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 CMRS providers*. 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 *CMRS providers* 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. *CMRS providers* and AT&T Tennessee aver that the Amendment is consistent with the standards for approval.

This Amendment modifies certain provisions related to Robocalling and other Prohibited Traffic.

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". The signature is written in a cursive style with a large, stylized 'H'.

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 United States Cellular Corporation entities (Tennessee RSA No. 3 Limited Partnership; United States Cellular Operating Company of Knoxville; and United States Cellular Telephone Company (Greater Knoxville), L.P. (collectively "CMRS providers")*

Docket No. 21-00065

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND UNITED STATES CELLULAR CORPORATION
ENTITIES (TENNESSEE RSA NO. 3 LIMITED PARTNERSHIP; UNITED STATES CELLULAR
OPERATING COMPANY OF KNOXVILLE; AND UNITED STATES CELLULAR TELEPHONE
COMPANY (GREATER KNOXVILLE), L.P. (collectively "CMRS providers")**

AT&T Tennessee ("AT&T") and United States Cellular Corporation entities (Tennessee RSA No. 3 Limited Partnership; United States Cellular Operating Company of Knoxville; and United States Cellular Telephone Company (Greater Knoxville), L.P. (collectively "CMRS providers") 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, *CMRS providers* and AT&T state the following:

1. *CMRS providers* 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 *CMRS providers*.

2. The parties have recently negotiated an amendment to the Agreement. The amendment modifies certain provisions related to Robocalling and other Prohibited Traffic. 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, *CMRS providers* 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 *CMRS providers* 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. *CMRS providers* 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.

CMRS providers 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 June 4, 2021, a copy of the foregoing document was served on the following, via the method indicated:

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

United States Cellular Corporation entities
Trevor Gadson
Director – Engineering Procurement
8410 West Bryn Mawr Avenue
Chicago, IL 60631
Trevor.gadson@uscellular.com



Richard T. Howell

AMENDMENT**BETWEEN**

UNITED STATES CELLULAR CORPORATION, UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC, USOC OF CENTRAL ILLINOIS, LLC, TEXAHOMA CELLULAR LIMITED PARTNERSHIP, JACKSONVILLE CELLULAR TELEPHONE COMPANY, USCOC OF GREATER NORTH CAROLINA, LLC, USCOC OF SOUTH CAROLINA RSA #4, INC., TENNESSEE RSA NO. 3 LIMITED PARTNERSHIP, UNITED STATES CELLULAR OPERATING COMPANY OF KNOXVILLE CORP.; UNITED STATES CELLULAR TELEPHONE COMPANY (GREATER KNOXVILLE), L.P., INDIANA RSA NO. 4 LIMITED PARTNERSHIP; INDIANA RSA NO. 5 LIMITED PARTNERSHIP; KENOSHA CELLULAR TELEPHONE, L.P.; MADISON CELLULAR TELEPHONE COMPANY; RACINE CELLULAR TELEPHONE COMPANY; USCOC OF GREATER MISSOURI, LLC; CALIFORNIA RURAL SERVICE AREA #1, INC.

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC 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, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

Signature: eSigned - Trevor Gadson Name: eSigned - Trevor Gadson
(Print or Type)Title: Director - Engineering Procurement
(Print or Type)Date: 13 Apr 2021

United States Cellular Corporation, United States Cellular Operating Company of Chicago, LLC, USOC Of Central Illinois, LLC, Texahoma Cellular Limited Partnership, Jacksonville Cellular Telephone Company, USCOC of Greater North Carolina, LLC, USCOC of South Carolina RSA #4, Inc., Tennessee RSA No. 3 Limited Partnership, United States Cellular Operating Company of Knoxville Corp.; United States Cellular Telephone Company (Greater Knoxville), L.P., Indiana RSA No. 4 Limited Partnership; Indiana RSA No. 5 Limited Partnership; Kenosha Cellular Telephone, L.P.; Madison Cellular Telephone Company; Racine Cellular Telephone Company; USCOC of Greater Missouri, LLC; California Rural Service Area #1, Inc.

Signature: eSigned - Kristen Shore Name: eSigned - Kristen Shore
(Print or Type)Title: AVP Regulatory
(Print or Type)Date: 14 Apr 2021

Bellsouth Telecommunications, LLC D/B/A AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, Illinois Bell Telephone Company, LLC 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, Pacific Bell Telephone Company D/B/A AT&T CALIFORNIA, Southwestern Bell Telephone Company D/B/A AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, Wisconsin Bell, Inc. D/B/A AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

AMENDMENT TO THE AGREEMENT**BETWEEN**

UNITED STATES CELLULAR CORPORATION, UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC, USOC OF CENTRAL ILLINOIS, LLC, TEXAHOMA CELLULAR LIMITED PARTNERSHIP, JACKSONVILLE CELLULAR TELEPHONE COMPANY, USCOC OF GREATER NORTH CAROLINA, LLC, USCOC OF SOUTH CAROLINA RSA #4, INC., TENNESSEE RSA NO. 3 LIMITED PARTNERSHIP, UNITED STATES CELLULAR OPERATING COMPANY OF KNOXVILLE CORP.; UNITED STATES CELLULAR TELEPHONE COMPANY (GREATER KNOXVILLE), L.P., INDIANA RSA NO. 4 LIMITED PARTNERSHIP; INDIANA RSA NO. 5 LIMITED PARTNERSHIP; KENOSHA CELLULAR TELEPHONE, L.P.; MADISON CELLULAR TELEPHONE COMPANY; RACINE CELLULAR TELEPHONE COMPANY; USCOC OF GREATER MISSOURI, LLC; CALIFORNIA RURAL SERVICE AREA #1, INC.

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC 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, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

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

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

WHEREAS, the Parties desire to modify certain provisions related to Robocalling and other Prohibited Traffic;

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. **Robocalling and other Prohibited Traffic**

- 2.1. **Add the following provisions to the General Terms & Conditions (GT&Cs) of the Agreements**

RC 1.0 PROHIBITED TRAFFIC

RC 1.1 Prohibited Traffic

RC 1.1.1 The services provided under this Agreement shall not be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:

RC 1.1.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;

RC 1.1.1.2 Traffic that unreasonably harms, frightens, or abuses; and

RC 1.1.1.3 Traffic that unreasonably interferes with the use of the other Party's network.

RC 1.1.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:

RC 1.1.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;

RC 1.1.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;

RC 1.1.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;

RC 1.1.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;

RC 1.1.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;

RC 1.1.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;

RC 1.1.3 Carrier agrees that if it receives a request for information about traffic sent to AT&T which is reasonably believed to be prohibited traffic from a traceback administrator authorized by USTelecom's Traceback Group (or its successor) ("Authorized Traceback Request") or from AT&T, Carrier will promptly respond to the Authorized Traceback Request in good faith. Carrier agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., Carrier received the calls from Carrier's end user) or (ii) an intermediate Provider (i.e., Carrier received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. Carrier agrees to provide this information to the administrator authorized by USTelecom's Traceback Group (or its successor) without requiring a subpoena or other formal demand or request.

AT&T agrees that if it receives a request for information about traffic sent to Carrier which is reasonably believed to be prohibited traffic from a traceback administrator authorized by USTelecom's Traceback Group (or its successor) ("Authorized Traceback Request") or from Carrier, AT&T will promptly respond to the Authorized Traceback Request in good faith. AT&T agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., AT&T received the calls from AT&T's end user) or (ii) an intermediate Provider (i.e., AT&T received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. AT&T agrees to provide this information to the administrator authorized by USTelecom's Traceback Group (or its successor) without requiring a subpoena or other formal demand or request.

3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of this Amendment.
4. 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.
5. 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. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. 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.
9. For Illinois, Indiana, Michigan, Missouri, North Carolina, Oklahoma, South Carolina, Tennessee and 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 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”)	Carrier Legal Name (“Carrier”)	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Jacksonville Cellular Telephone Company, USCOC of Greater North Carolina, LLC	Wireless	5/27/2005
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	USCOC of South Carolina RSA #4, Inc.	Wireless	6/27/2012
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Tennessee RSA No. 3 Limited Partnership; United States Cellular Operating Company of Knoxville Corp.; United States Cellular Telephone Company (Greater Knoxville), L.P.	Wireless	2/28/2005
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (f/k/a Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	United States Cellular Operating Company of Chicago, LLC; USCOC of Central Illinois, LLC	Wireless	5/17/2005
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	United States Cellular Corporation; Texahoma Cellular Limited Partnership	Wireless	2/9/2006
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Indiana RSA No. 4 Limited Partnership; Indiana RSA No. 5 Limited Partnership; United States Cellular Operating Company of Chicago, LLC	Wireless	4/22/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	USCOC of Greater Missouri, LLC	Wireless	7/8/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Texahoma Cellular Limited Partnership	Wireless	6/20/2005
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	United States Cellular Operating Company of Chicago, LLC	Wireless	9/12/2006
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	California Rural Service Area #1, Inc.	Wireless	5/26/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Kenosha Cellular Telephone, L.P.; Madison Cellular Telephone Company; Racine Cellular Telephone Company	Wireless	4/18/2005