



Richard T. Howell
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August 16, 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 Intrado Communications, LLC (f/k/a West Telecom Services, LLC) ("CLEC")*
Docket No. 21-00092

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 changes the customer's name in the Interconnection Agreement from West Telecom Services, LLC to Intrado Communications, 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".

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 Intrado Communications, LLC*

Docket No. 21-00092

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND INTRADO COMMUNICATIONS, LLC**

AT&T Tennessee ("AT&T") and Intrado Communications, LLC (f/k/a West Telecom Services, LLC) ("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 changes the customer's name in the Interconnection Agreement from West Telecom Services, LLC to Intrado Communications, 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 August 16, 2021, a copy of the foregoing document was served on the following, via the method indicated:

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

Intrado Communications, LLC
Ronald Beaumont
President
3200 West Pleasant Run Road
Suite 300
Lancaster, TX 75146
rrbeaumont@west.com

A handwritten signature in blue ink that reads "Richard T. Howell". The signature is written in a cursive, flowing style.

Richard T. Howell

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 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, 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, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

**INTRADO COMMUNICATIONS LLC (F/K/A WEST TELECOM SERVICES, LLC)
INTRADO COMMUNICATIONS, LLC
INTRADO COMMUNICATIONS, LLC (F/K/A WEST TELECOM SERVICES LLC) D/B/A FLOWROUTE D/B/A WEST TELECOM SERVICES, LLC**

Signature: eSigned - Stephen CaddenName: eSigned - Stephen Cadden
(Print or Type)Title: President
(Print or Type)Date: 02 Aug 2021

Intrado Communications LLC (f/k/a West
Telecom Services, LLC)
Intrado Communications, LLC
Intrado Communications, LLC (f/k/a West
Telecom Services LLC) d/b/a FlowRoute d/b/a
WEST TELECOM SERVICES, LLC

Signature: eSigned - Kristen E. ShoreName: eSigned - Kristen E. Shore
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 03 Aug 2021

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 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, 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, Wisconsin Bell, Inc. d/b/a AT&T
WISCONSIN by AT&T Services, Inc., its authorized
agent

State	CLEC OCN
ALABAMA	807C
ARKANSAS	9556
CALIFORNIA	808C
FLORIDA	813C
GEORGIA	814C
ILLINOIS	816C
INDIANA	817C
KANSAS	818C
KENTUCKY	861C
LOUISIANA	819C
MICHIGAN	821C
MISSISSIPPI	823C
MISSOURI	824C
NEVADA	827C

OHIO	9557
OKLAHOMA	833C
SOUTH CAROLINA	837C
TENNESSEE	845C
TEXAS	9558
WISCONSIN	843C

Description	ACNA Code(s)
ACNA(s)	KMD

**AMENDMENT TO THE AGREEMENT
BETWEEN**

**INTRADO COMMUNICATIONS, LLC; INTRADO COMMUNICATIONS LLC (F/K/A WEST TELECOM SERVICES, LLC); INTRADO COMMUNICATIONS, LLC (F/K/A WEST TELECOM SERVICES LLC)
D/B/A FLOWROUTE D/B/A WEST TELECOM SERVICES, LLC**

AND

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 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; 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

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

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

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 and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name change from "CLEC's Old Legal Name" to "CLEC's New Legal Name".
3. AT&T shall reflect that name change from "CLEC's Old 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. 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. 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 counterpart shall together constitute one and the same instrument.
9. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the 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. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days (30) 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")	CLEC's Old Legal Name	CLEC's New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	8/2/05
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	4/3/06
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	4/29/10
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	10/5/05
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	8/16/05
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	6/23/10
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	7/19/07
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	5/5/10
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	7/13/05
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	9/28/05
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	7/26/07

AT&T ILEC ("AT&T")	CLEC's Old Legal Name	CLEC's New Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	10/24/05
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	9/21/05
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	2/26/15
The Ohio Bell Telephone Company d/b/a AT&T OHIO	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	9/25/07
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	1/23/07
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	10/5/05
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH TENNESSEE	West Telecom Services, LLC	Intrado Communications, LLC	Interconnection Agreement	9/12/05
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	West Telecom Services, LLC	Intrado Communications LLC	Interconnection Agreement	8/29/05
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	West Telecom Services LLC	Intrado Communications, LLC (f/k/a West Telecom Services LLC) d/b/a FlowRoute d/b/a WEST TELECOM SERVICES, LLC	Interconnection Agreement	8/6/07