



Sally Briar
Area Manager, Regulatory Relations

AT&T
4426 Savage Pointe Dr.
Franklin, Tennessee 37064
T: (630) 460-5833
sb1621@att.com
www.att.com

Electronically Filed in TPUC Docket
Room on February 7, 2023 at 11:20 a.m.

February 7, 2023

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 Fusion Cloud Services, LLC ("CLEC")*
Docket No. 23-00009

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 replaces Data Connection Security Requirements.

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

Sincerely,

/s/ Sally Briar

Sally Briar

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 Fusion Cloud Services, LLC*

Docket No. 23-00009

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND FUSION CLOUD SERVICES, LLC**

AT&T Tennessee ("AT&T") and Fusion Cloud 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 replaces 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/ Sally Briar

Sally Briar
4426 Savage Pointe Dr.
Franklin, Tennessee 37064
(630) 460-5833

CERTIFICATE OF SERVICE

I hereby certify that on February 7, 2023, a copy of the foregoing document was served on the following, via the method indicated:

<input type="checkbox"/> Hand	Fusion Cloud Services, LLC
<input type="checkbox"/> Mail	James P. Prenetta
<input type="checkbox"/> Facsimile	Executive Vice President & General Counsel
<input type="checkbox"/> Overnight	210 Interstate North Parkway
<input checked="" type="checkbox"/> Electronic	Suite 200
	Atlanta, GA 30339
	Pamela.hintz@fusionconnect.com

[/s/ Sally Briar](#)

Sally Briar

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 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, 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

FUSION CLOUD SERVICES, LLC, FUSION CSI, LLC, FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA, FUSION TELECOM OF TEXAS, LTD., LLP

Signature: eSigned - Pamela L. HintzSignature: eSigned - Kristen E. ShoreName: eSigned - Pamela L. Hintz
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Vice President of Regulatory Compliance
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 11 Nov 2022Date: 11 Nov 2022

**Fusion Cloud Services, LLC, Fusion CSI, LLC,
Fusion Cloud Services, LLC d/b/a Fusion Cloud
Services of Oklahoma, Fusion Telecom of
Texas, Ltd., LLP**

**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 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, 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	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	168C, 624A, 2720, 2828	2828, 1897, 169C, 5409
ARKANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	674C, 283D, 3244	372F, 969A

CALIFORNIA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 6104, 4363, 7729, 7012, 4147	3621, 5370, 4961	206C, 580F, 4961, 5370, 9222
FLORIDA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147 7012, 7700, 1604, 176J	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 700E, 2720
GEORGIA	7039, 7611, 8860, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104 7700, 176J	055G, 817A, 1768, 171C, 4361	1986, 2720, 4361, 053H, 144H, 5348 817A, 1769
ILLINOIS	7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	950C	2491, 4327, 590E
INDIANA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 6104, 7729, 4147	673C, 3241	1899, 3136
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 6104, 7729, 4147	379G, 984A, 675C, 8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
KENTUCKY	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 6104, 7729, 4147, 7700	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	2722, 0393, 7514, 3133, 1940

LOUISIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 7700, 6104, 4147	173C, 5015, 572A, 9316, 9567	0947, 1738, 3133, 1940
MICHIGAN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7729 7096, 307G, 7276, 7775, 4147, 6104	4328, 671C	288E, 2211, 4328, 9352, 9106, 562D
MISSISSIPPI	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 4147 7096, 307G, 7276, 7775, 8860, 6104	5744, 3239, 6236, 9292, 9337, 5317, 2720	5174, 3731, 5317, 2720
MISSOURI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 6104, 7775, 4147	916F, 8665	1428, 4736, 8665, 034H, 9335, 215D
NEVADA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H
NORTH CAROLINA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 6104, 307G, 7276, 7775, 7700, 4147	175C, 5745, 577A, 9317, 9354, 3137, 3758	3758, 2435, 3137, 2720
OHIO	7039, 7611, 7775 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 4147 307G, 7276, 6104	672C, 007A	2212, 230F, 159D, 4329

OKLAHOMA	7039, 7611, 8860, 7096, 176J, 7617, 7729, 165J, 343G, 4147, 384G, 581F, 7775, 307G, 7276, 6104	921A, 3237	4833, 3642, 9223, 9575
SOUTH CAROLINA	7039, 7611, 7775, 8860, 7096, 176J, 7617, 165J, 343G, 6104, 384G, 581F, 7700, 307G, 7276, 4147	8067, 174C, 5746, 5369, 3094	2441, 3094, 5369, 9318
TENNESSEE	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	476C, 5859, 5390, 579A, 3290, 1739	3290, 5390
TEXAS	176J, 7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 4147, 7775, 6104, 7729	6239, 496A, 9589, 3750, 4737, 4364	2152, 4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911
WISCONSIN	7039, 7611, 8860, 7096, 176J, 7729 165J, 343G, 384G, 581F, 307G, 7276, 7775, 4147, 7617, 6104	247D, 5240, 3246	1747, 247D, 3246, 5240

Description	ACNA Code(s)
ACNA(s)	AXJ, BYG, ENC, IOX, NIK, SEQ, SUU, TTU, UID, VLK

**AMENDMENT TO THE AGREEMENTS
BETWEEN
FUSION CLOUD SERVICES, LLC
FUSION CSI, LLC
FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA
FUSION TELECOM OF TEXAS, LTD., LLP
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 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, 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**

This amendment ("Amendment") amends the Interconnection Agreements by and between AT&T and CLEC as defined and 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 agreements as shown in the attached Exhibit A (collectively, "Agreements").

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements that are associated with the Agreements shown in the attached Exhibit A; and

NOW, THEREFORE, in consideration of the promises and mutual Agreements set forth herein, the Parties agree to amend the Agreements 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 Parties agree to modify certain sections of the Agreements with the following language:

Data Connection Security Requirements

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 2 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures that are set forth in the Agreements referenced in Exhibit A, the CLEC OSS Interconnection Procedures referenced in this Section 2 shall govern.

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.

3. This Amendment shall be deemed to revise the terms and provisions of the Agreements 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 Agreements (including all incorporated or accompanying Appendices,

Addenda, and Exhibits to the Agreements), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreements, or in the Agreements but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

4. 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 Agreements (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 Agreements or which may be the subject of further review.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreements, but rather, shall be coterminous with such Agreements.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, 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 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 (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 Entity Name ("AT&T") Col. A	Fusion Entity Name ("CLEC") Col. B	Approved Date Col. C
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA;	Fusion Cloud Services, LLC	7/1/2008
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Fusion Cloud Services, LLC	1/21/2009
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Fusion Cloud Services, LLC	1/19/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Fusion Cloud Services, LLC	5/26/2010
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Fusion Cloud Services, LLC	8/8/2008
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Fusion CSI, LLC	8/18/2004
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Fusion Cloud Services, LLC	6/7/2007
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Fusion Cloud Services, LLC	1/25/2006
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Fusion Cloud Services, LLC	6/27/2008
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Fusion Cloud Services, LLC	9/11/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Fusion Cloud Services, LLC	11/9/2006
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Fusion Cloud Services, LLC	8/12/2005
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Fusion Cloud Services, LLC	8/22/2008
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Fusion Cloud Services, LLC	4/14/2014
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Fusion Cloud Services, LLC	8/8/2008
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Fusion Cloud Services, LLC	8/9/2007
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma	8/24/2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Fusion Cloud Services, LLC	7/16/2008
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Fusion Cloud Services, LLC	7/14/2008
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Fusion Telecom of Texas, Ltd., LLP	8/29/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Fusion Cloud Services, LLC	8/6/2007