



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

June 4, 2024

VIA OVERNIGHT COURIER

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

Electronically Filed in TPUC Docket
Room on June 4, 2024 at 9:45 a.m.

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Level 3 Telecom Of Tennessee, LLC ("CLEC")*
Docket No. 24-00039

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 establishes the CLEC will be providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers.

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 Level 3 Telecom Of Tennessee, LLC*

Docket No. 24-00039

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND LEVEL 3 TELECOM OF TENNESSEE, LLC**

AT&T Tennessee ("AT&T") and Level 3 Telecom Of Tennessee, 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 establishes the CLEC will be providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers. 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 June 4, 2024, a copy of the foregoing document was served on the following, via the method indicated:

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

CenturyLink Communications, LLC
Attn: CenturyLink Law Department
% Wholesale Interconnection
931 14th Street
Denver, CO 80202-2658
Jeff.Nodland@CenturyLink.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, 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

LEVEL 3 TELECOM OF ALABAMA, LLC, LEVEL 3 TELECOM OF ARKANSAS, LLC D/B/A XSPEDIUS COMMUNICATIONS, LEVEL 3 TELECOM OF CALIFORNIA, LP, LEVEL 3 TELECOM OF FLORIDA, LP, LEVEL 3 TELECOM OF GEORGIA, LP, LEVEL 3 TELECOM OF ILLINOIS LLC, LEVEL 3 TELECOM OF INDIANA, LP, LEVEL 3 TELECOM OF KANSAS CITY, LLC D/B/A AND XSPEDIUS MANAGEMENT CO OF KANSAS CITY, LLC DBA, LEVEL 3 TELECOM OF KANSAS CITY, LLC

D/B/A XSPEDIUS COMMUNICATIONS, LLC, LEVEL 3 TELECOM OF KENTUCKY, LLC, LEVEL 3 TELECOM OF LOUISIANA, LLC, LEVEL 3 TELECOM OF MISSISSIPPI, LLC, LEVEL 3 TELECOM OF NORTH CAROLINA L.P., LEVEL 3 TELECOM OF OHIO LLC, LEVEL 3 TELECOM OF OKLAHOMA, LLC D/B/A XSPEDIUS COMMUNICATIONS, LLC, AND XSPEDIUS MANAGEM, LEVEL 3 TELECOM OF SOUTH CAROLINA, LLC, LEVEL 3 TELECOM OF TENNESSEE, LLC, LEVEL 3 TELECOM OF TEXAS, LLC, LEVEL 3 TELECOM OF WISCONSIN, LP

Signature: eSigned - Gary Black, Jr.Signature: eSigned - Kristen E. ShoreName: eSigned - Gary Black, Jr.
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: VP Carrier Relations
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 06 Mar 2024Date: 11 Mar 2024

Level 3 Telecom of Alabama, LLC, Level 3 Telecom of Arkansas, LLC d/b/a Xspedius Communications, Level 3 Telecom of California, LP, Level 3 Telecom of Florida, LP, Level 3 Telecom of Georgia, LP, Level 3 Telecom of Illinois LLC, Level 3 Telecom of Indiana, LP, Level 3 Telecom of Kansas City, LLC d/b/a and Xspedius Management Co of Kansas City, LLC dba, Level 3 Telecom of Kansas City, LLC d/b/a Xspedius Communications, LLC, Level 3 Telecom of Kentucky, LLC, Level 3 Telecom of Louisiana, LLC, Level 3 Telecom of Mississippi, LLC, Level 3 Telecom of North Carolina L.P., Level 3 Telecom of Ohio LLC, Level 3 Telecom of Oklahoma, LLC d/b/a Xspedius Communications, LLC, and Xspedius Managem, Level 3 Telecom of South Carolina, LLC, Level 3 Telecom of Tennessee, LLC, Level 3 Telecom of Texas, LLC, Level 3 Telecom of Wisconsin, LP

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, 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 | 7327 | 8994 | 7280 |
| ARKANSAS | 7918 | 165B | 7264 |
| CALIFORNIA | 8402 | 7456 | 7178,7718 |
| FLORIDA | 7065,7327,8280,8402 | 177B | 7150,7280 |
| GEORGIA | 8402 | 141B | 5311,7150,7178 |
| ILLINOIS | 8402 | - - - | 138G |
| INDIANA | 8402 | - - - | 7060 |
| KANSAS | 7919 | 168B | 7014 |
| KENTUCKY | 7260,8402 | 178B | 4369,7280,8824 |
| LOUISIANA | 7065,7488 | 8994 | 3232,7065,7280,8824,8994 |
| MISSISSIPPI | 7065,8402 | - - - | 8994 |
| MISSOURI | 7917 | 170B | 7589 |

| | | | |
|----------------|----------------|------|------------------------------------|
| NORTH CAROLINA | 7065,7244,8402 | 8994 | 3235,7150,7178,7858,7973,8824,8994 |
| OHIO | 8402 | --- | 7436,7460 |
| OKLAHOMA | 7920 | 173B | 7632 |
| SOUTH CAROLINA | 7273,8402 | 174B | 5344,7178,7280 |
| TENNESSEE | 7065,7242,8402 | --- | 7150,7178,7517,8994 |
| TEXAS | 8402 | 8434 | 7074,7516 |
| WISCONSIN | 8402 | --- | 7322 |

| | |
|-------------|-------------------------|
| Description | ACNA Code(s) |
| ACNA(s) | AVS,LUW,TIM,ICG,XPC,LVC |

**AMENDMENT TO THE AGREEMENT
BETWEEN**

LEVEL 3 TELECOM OF ALABAMA, LLC, LEVEL 3 TELECOM OF ARKANSAS, LLC D/B/A XSPEDIUS COMMUNICATIONS, LEVEL 3 TELECOM OF CALIFORNIA, LP, LEVEL 3 TELECOM OF FLORIDA, LP, LEVEL 3 TELECOM OF GEORGIA, LP, LEVEL 3 TELECOM OF ILLINOIS LLC, LEVEL 3 TELECOM OF INDIANA, LP, LEVEL 3 TELECOM OF KANSAS CITY, LLC D/B/A AND XSPEDIUS MANAGEMENT CO OF KANSAS CITY, LLC DBA, LEVEL 3 TELECOM OF KANSAS CITY, LLC D/B/A XSPEDIUS COMMUNICATIONS, LLC, LEVEL 3 TELECOM OF KENTUCKY, LLC, LEVEL 3 TELECOM OF LOUISIANA, LLC, LEVEL 3 TELECOM OF MISSISSIPPI, LLC, LEVEL 3 TELECOM OF NORTH CAROLINA L.P., LEVEL 3 TELECOM OF OHIO LLC, LEVEL 3 TELECOM OF OKLAHOMA, LLC D/B/A XSPEDIUS COMMUNICATIONS, LLC, AND XSPEDIUS MANAGEM, LEVEL 3 TELECOM OF SOUTH CAROLINA, LLC, LEVEL 3 TELECOM OF TENNESSEE, LLC, LEVEL 3 TELECOM OF TEXAS, LLC, LEVEL 3 TELECOM OF WISCONSIN, LP

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, 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 (the "Amendment") amends the Interconnection Agreements ("Agreements") under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), 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, CLEC will be providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers ("IVP") in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97; Numbering Policies for Modern Communications. As such, CLEC will be delivering traffic to and receiving traffic from AT&T on behalf of one or more IVPs; and

WHEREAS, the Parties wish to amend the Agreements, pursuant to Sections 251 and 252 of the Act, to include certain provisions relating to WC Docket No. 13-97 approved by the FCC.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Recitals are incorporated into this Amendment.
2. "Interconnected VoIP Provider" or "IVP", as used in these Agreements, is an entity as set forth in the Preamble that provides interconnected VoIP service as that term is defined in 47 U.S.C. § 153(57).
3. AT&T and CLEC will interconnect, exchange traffic and maintain compensation for traffic originated by or destined for an IVP as if it were traffic to or from CLEC's end users as provided for in the Agreement.
4. AT&T-21STATE shall route such IVP traffic destined for CLEC's directly connected end office as defined in the LERG, and CLEC shall be responsible, including financially, for any such traffic. AT&T-21STATE shall not be responsible for any misuse of CLEC's codes by IVP in the LERG.

5. By agreeing to exchange traffic pursuant to these Agreements, neither Party waives and each Party expressly reserves its respective advocacy positions regarding the appropriate means of interconnection, traffic exchange and intercarrier compensation for traffic exchanged between the Parties.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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. For all States except Arkansas, Ohio, California, and Wisconsin: 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 ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). 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 ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date"). However, for all states, this Amendment shall be implemented as of the date it is executed by both Parties.

Exhibit A

| AT&T ILEC ("AT&T") | CLEC Legal Name | Contract Type | Date Signed |
|---|-------------------------------------|----------------------|--------------------|
| BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA | Level 3 Telecom of Alabama, LLC | Interconnection | 11/2/2007 |
| Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS | Level 3 Telecom of Arkansas, LLC | Interconnection | 2/2/2006 |
| Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA | Level 3 Telecom of California, LP | Interconnection | 10/16/2002 |
| BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA | Level 3 Telecom of Florida, LP | Interconnection | 11/2/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA | Level 3 Telecom of Georgia, LP | Interconnection | 11/2/2007 |
| Illinois Bell Telephone Company d/b/a AT&T ILLINOIS | Level 3 Telecom of Illinois LLC | Interconnection | 10/12/2012 |
| Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA | Level 3 Telecom of Indiana, LP | Interconnection | 3/29/2002 |
| Southwestern Bell Telephone Company d/b/a AT&T KANSAS | Level 3 Telecom of Kansas City, LLC | Interconnection | 9/6/2005 |
| BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY | Level 3 Telecom of Kentucky, LLC | Interconnection | 11/2/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA | Level 3 Telecom of Louisiana, LLC | Interconnection | 11/2/2007 |
| BellSouth Telecommunications, LLC | Level 3 Telecom of Mississippi, LLC | Interconnection | 11/2/2007 |

| AT&T ILEC ("AT&T") | CLEC Legal Name | Contract Type | Date Signed |
|--|---|-----------------|-------------|
| d/b/a AT&T MISSISSIPPI | | | |
| Southwestern Bell Telephone Company d/b/a AT&T MISSOURI | Level 3 Telecom of Kansas City, LLC | Interconnection | 5/3/2011 |
| BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA | Level 3 Telecom of North Carolina L.P. | Interconnection | 11/2/2007 |
| The Ohio Bell Telephone Company d/b/a AT&T OHIO | Level 3 Telecom of Ohio, LLC | Interconnection | 3/29/2002 |
| Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA | Level 3 Telecom of Oklahoma, LLC | Interconnection | 7/7/2006 |
| BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA | Level 3 Telecom of South Carolina, LLC | Interconnection | 11/2/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE | Level 3 Telecom of Tennessee, LLC | Interconnection | 11/2/2007 |
| Southwestern Bell Telephone Company d/b/a AT&T TEXAS | Level 3 Telecom of Texas, LLC | Interconnection | 8/25/2005 |
| Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN | Level 3 Telecom of Wisconsin, LP | Interconnection | 3/29/2002 |