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January 16, 2025

Chairman
Tennessee Public Utility Commission
502 Deaderick Street
Nashville, TN 37238

Electronically Filed in TPUC Docket
Room on January 16, 2025 at 3:58 p.m.

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by AT&T Tennessee and Peerless Network Of Tennessee, LLC*
("CLEC") Docket No. 25-00003

Dear Chairman:

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 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 adjusts the DS1 DS3 transport rates and extends to 10/31/2027.

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

Sincerely,

/s/ Sally Briar

Sally Briar

Enclosure

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and Peerless Network Of Tennessee, LLC*

Docket No. 25-00003

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

AT&T Tennessee ("AT&T") and Peerless Network 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 the 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 the amendment to the Agreement. The amendment adjusts the DS1 DS3 transport rates and extends to 10/31/2027. 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 Amendment 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 January 16, 2025, a copy of the foregoing document was served on the following, via the method indicated:

<input type="checkbox"/> Hand	Peerless Network Of Tennessee, LLC.
<input type="checkbox"/> Mail	Patrick Phipps
<input type="checkbox"/> Facsimile	Director Regulatory Affairs
<input type="checkbox"/> Overnight	222 South Riverside Plaza
<input checked="" type="checkbox"/> Electronic	Suite 2730
	Chicago, IL 60606
	Regulatory@peerlessnetwork.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, LLC D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY, LLC D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY, LLC D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY, LLC D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, LLC D/B/A AT&T WISCONSIN

AND

**PEERLESS NETWORK OF ALABAMA, LLC, PEERLESS NETWORK OF
ARKANSAS, LLC, PEERLESS NETWORK OF CALIFORNIA, LLC,
PEERLESS NETWORK OF FLORIDA, LLC, PEERLESS NETWORK OF
GEORGIA, LLC, PEERLESS NETWORK OF ILLINOIS, LLC, PEERLESS
NETWORK OF INDIANA, LLC, PEERLESS NETWORK OF KANSAS, LLC,
PEERLESS NETWORK OF KENTUCKY, LLC, PEERLESS NETWORK OF
LOUISIANA, LLC, PEERLESS NETWORK OF MICHIGAN, LLC,
PEERLESS NETWORK OF MISSISSIPPI, LLC, PEERLESS NETWORK
OF MISSOURI, LLC, PEERLESS NETWORK OF NEVADA, LLC,
PEERLESS NETWORK OF NORTH CAROLINA, LLC, PEERLESS
NETWORK OF OHIO, LLC, PEERLESS NETWORK OF OKLAHOMA, LLC,
PEERLESS NETWORK OF SOUTH CAROLINA, LLC, PEERLESS
NETWORK OF TENNESSEE, LLC, PEERLESS NETWORK OF TEXAS,
LLC, PEERLESS NETWORK OF WISCONSIN, LLC**

Signature: eSigned - Mijo SoldinSignature: eSigned - Kristen E. ShoreName: eSigned - Mijo Soldin
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: VP Telecom Strategy and Partnerships
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 04 Dec 2024Date: 05 Dec 2024

Peerless Network of Alabama, LLC, Peerless Network of Arkansas, LLC, Peerless Network of California, LLC, Peerless Network of Florida, LLC, Peerless Network of Georgia, LLC, Peerless Network of Illinois, LLC, Peerless Network of Indiana, LLC, Peerless Network of Kansas, LLC, Peerless Network of Kentucky, LLC, Peerless Network of Louisiana, LLC, Peerless Network of Michigan, LLC, Peerless Network of Mississippi, LLC, Peerless Network of Missouri, LLC, Peerless Network of Nevada, LLC, Peerless Network of North Carolina, LLC, Peerless Network of Ohio, LLC, Peerless Network of Oklahoma, LLC, Peerless Network of South Carolina, LLC, Peerless Network of Tennessee, LLC, Peerless Network of Texas, LLC, Peerless Network of Wisconsin, LLC

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, LLC d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company, LLC d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, LLC d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	---	980J	143J
ARKANSAS	---	979J	978J
CALIFORNIA	881J	934J	373F
FLORIDA	---	950J	902E
GEORGIA	---	933J	909E
ILLINOIS	875J	935J	063E
INDIANA	879J	936J	279F
KANSAS	---	937J	018H
KENTUCKY	---	938J	035H
LOUISIANA	---	939J	062H
MICHIGAN	882J	940J	933G
MISSISSIPPI	---	981J	926H
MISSOURI	883J	941J	225F
NEVADA	---	943J	408F

NORTH CAROLINA	---	942J	350F
OHIO	877J	944J	284F
OKLAHOMA	---	945J	384H
SOUTH CAROLINA	---	946J	098H
TENNESSEE	---	947J	276F
TEXAS	878J	948J	177F
WISCONSIN	880J	949J	227F

Description	ACNA Code(s)
ACNA(s)	JAL,QPA,PQK,PKZ,OPF,PKH,PQG,QSK,QKY,QSL,QPM,PQN,QPP,PQP,PQY,PQH,QNO,QSB,PQU,PQX,PQE

**AMENDMENT TO THE DS1/DS3 TRANSPORT AMENDMENT
RATE ADJUSTMENT AND EXTENSION
BETWEEN**

**PEERLESS NETWORK OF ALABAMA, LLC, PEERLESS NETWORK OF ARKANSAS, LLC,
PEERLESS NETWORK OF CALIFORNIA, LLC, PEERLESS NETWORK OF FLORIDA, LLC,
PEERLESS NETWORK OF GEORGIA, LLC, PEERLESS NETWORK OF ILLINOIS, LLC, PEERLESS
NETWORK OF INDIANA, LLC, PEERLESS NETWORK OF KANSAS, LLC, PEERLESS NETWORK OF
KENTUCKY, LLC, PEERLESS NETWORK OF LOUISIANA, LLC, PEERLESS NETWORK OF
MICHIGAN, LLC, PEERLESS NETWORK OF MISSISSIPPI, LLC, PEERLESS NETWORK OF
MISSOURI, LLC, PEERLESS NETWORK OF NEVADA, LLC, PEERLESS NETWORK OF NORTH
CAROLINA, LLC, PEERLESS NETWORK OF OHIO, LLC, PEERLESS NETWORK OF OKLAHOMA,
LLC, PEERLESS NETWORK OF SOUTH CAROLINA, LLC, PEERLESS NETWORK OF TENNESSEE,
LLC, PEERLESS NETWORK OF TEXAS, LLC, PEERLESS NETWORK OF WISCONSIN, 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 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, LLC D/B/A AT&T INDIANA;
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN; NEVADA BELL TELEPHONE
COMPANY, LLC D/B/A AT&T NEVADA; THE OHIO BELL TELEPHONE COMPANY, LLC D/B/A AT&T
OHIO; PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA; SOUTHWESTERN BELL
TELEPHONE COMPANY, LLC D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T
OKLAHOMA, AND AT&T TEXAS; AND WISCONSIN BELL, LLC D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the DS1/DS3 Transport Amendment by and between AT&T and CLEC as shown in the attached Exhibit C. 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 Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), as shown in the attached Exhibit C (the "Agreement"); and

WHEREAS, the Parties desire to amend the Interconnection Agreement to modify certain rates; and

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

1. This Amendment amends the DS1/DS3 Transport Amendment dated September 12, 2022 and is composed of Pricing Sheets (Exhibit A and Exhibit B) and Exhibit C, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the existing DS1/DS3 Transport Amendment.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheets in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement
6. 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.
7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2024.

Exhibit C

AT&T ILEC ("AT&T")	CLEC Name	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Peerless Network of Alabama, LLC	06/07/18
Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS	Peerless Network of Arkansas, LLC	01/23/14
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Peerless Network of California, LLC	05/07/09
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Peerless Network of Florida, LLC	08/25/09
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Peerless Network of Georgia, LLC	07/10/09
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Peerless Network of Illinois, LLC	05/20/09
Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA	Peerless Network of Indiana, LLC	07/09/09
Southwestern Bell Telephone Company, LLC d/b/a AT&T KANSAS	Peerless Network of Kansas, LLC.	07/16/13
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Peerless Network of Kentucky, LLC	10/10/13
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Peerless Network of Louisiana, LLC	09/09/15
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Peerless Network of Michigan, LLC.	03/27/13

AT&T ILEC ("AT&T")	CLEC Name	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Peerless Network of Mississippi, LLC	02/13/18
Southwestern Bell Telephone Company, LLC d/b/a AT&T MISSOURI	Peerless Network of Missouri, LLC	10/15/08
Nevada Bell Telephone Company, LLC d/b/a AT&T NEVADA and AT&T WHOLESALE	Peerless Network of Nevada, LLC	09/29/09
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Peerless Network of North Carolina, LLC	07/30/09
The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO	Peerless Network of Ohio, LLC	08/17/09
Southwestern Bell Telephone Company, LLC d/b/a AT&T OKLAHOMA	Peerless Network of Oklahoma, LLC	07/10/14
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Peerless Network of South Carolina, LLC	06/04/14
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Peerless Network of Tennessee, LLC	12/17/13
Southwestern Bell Telephone Company, LLC d/b/a AT&T TEXAS	Peerless Network of Texas, LLC	06/22/09
Wisconsin Bell, LLC d/b/a AT&T WISCONSIN	Peerless Network of Wisconsin, LLC	05/11/09

PRICING SHEETS
Exhibit A – DS1 DS3 Transport
Rate Adjustment/Extension

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 1.59			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD1	1L5XX		\$ 2.39			
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD1	1L5XX		\$ 3.59			
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 350.37	\$ 112.40	\$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD1	U1TF1		\$ 525.56	\$ 112.40	\$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD1	U1TF1		\$ 788.34	\$ 112.40	\$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 10.53			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD3	1L5XX		\$ 15.80			
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD3	1L5XX		\$ 23.70			
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 3,820.44	\$ 395.29	\$ 176.56	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD3	U1TF3		\$ 5,730.66	\$ 395.29	\$ 176.56	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD3	U1TF3		\$ 8,595.99	\$ 395.29	\$ 176.56	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		\$ 0.36			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		\$ 77.86	\$ 112.40	\$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		\$ 2.34			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		\$ 848.99	\$ 395.29	\$ 176.56	