



Richard T. Howell
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May 17, 2016

Mr. Jim Gardner
Acting Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Commercial Amendment Placed on File at the Commission

Mr. Gardner:

Please find attached to this cover letter the electronic submission of the following:

The Amendment to the commercial agreement between AT&T Kentucky and MegaPath Corporation that changes the name from MegaPath Corporation to GC Pivotal, LLC d/b/a Global Capacity.

This document is being electronically placed on file with the Commission on May 17, 2016.

Pursuant to the Commission's Order issued on December 12, 2007, in *In re: Petition to Establish Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law*, Case No. 2004-00427, this filing is being solely made pursuant to the Commission's Order and is not a request by AT&T Kentucky for approval of the commercial agreements and amendments by this Commission. AT&T Kentucky specifically reserves all rights and maintains its position that this Commission has no authority over such agreements. This filing should not be viewed as constituting a waiver of that position.

Sincerely,

A handwritten signature in cursive script that reads "Richard T. Howell".

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

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 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, 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 KANSAS, AT&T MISSOURI AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY



Signature: eSigned - Katherine K. Mudge

Signature: eSigned - William A. Bockelman

Name: eSigned - Katherine K. Mudge
 (Print or Type)

Name: eSigned - William A. Bockelman
 (Print or Type)

Executive Vice President & General Counsel
 Title: _____
 (Print or Type)

Title: Director
 (Print or Type)

Date: 25 Apr 2016

Date: 26 Apr 2016

GC Pivotal, LLC d/b/a Global Capacity

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

State	Resale OCN	CLEC OCN
ALABAMA	---	7871
CALIFORNIA	---	7871
FLORIDA	8424	7871
GEORGIA	8424	7871
ILLINOIS	---	4681
INDIANA	---	4682
KANSAS	---	2995
KENTUCKY	8424	7871
LOUISIANA	---	7871
MICHIGAN	---	4685
MISSISSIPPI	---	7871
MISSOURI	---	4687
NORTH CAROLINA	8424	7871
OHIO	---	3286
TENNESSEE	---	7871
TEXAS	---	4694

WISCONSIN	---	2962
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Description	ACNA Code(s)
ACNA(s)	OVC

NAME CHANGE AMENDMENT

This Amendment (the "Amendment") amends the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, AT&T and MegaPath Corporation ("MegaPath") are Parties to the specified Agreement(s) as shown in the attached Exhibit A; and

WHEREAS, the AT&T Inc. owned ILECs ("AT&T") are: 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 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; and

WHEREAS, the Agreements listed on Exhibit A were transferred from MegaPath to GC Pivotal, LLC d/b/a Global Capacity ("CARRIER") pursuant to and as described in the Transfer Agreement between AT&T and CARRIER dated February 5, 2016 and the Parties agree that the Agreements should reflect that CARRIER is now the proper Party to Agreement(s).

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T and CARRIER hereby agree as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement(s) is/are hereby amended to reflect the change from MegaPath to CARRIER as shown in Exhibit A.
3. AT&T shall reflect that name change only for the main billing account (header card) for each of the accounts previously billed to CARRIER. 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(s). Without limiting the foregoing, CARRIER affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CARRIER with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement(s).
4. Once this Amendment is effective, CARRIER shall operate with AT&T under the CARRIER's New Legal Name for those accounts. Such operation shall include, by way of example only, submitting orders under CARRIER's New Legal Name, and labeling (including re-labeling) equipment and facilities with CARRIER's New Legal Name. Any change in CARRIER's name including a change in the "d/b/a", or due to assignment or transfer of this/these Agreement(s) wherein only CARRIER's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, CARRIER 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. CARRIER must submit the appropriate service request to AT&T to update CARRIER's name on all applicable billing accounts (BANs), and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CARRIER desire to change its name on individual circuits and/or End User records, CARRIER must submit the appropriate service request(s) to AT&T to update CARRIER's name on individual circuits and/or End User records, and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. 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.

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. This Amendment shall be effective on the date when signed by the last Party hereto.

Exhibit A

AT&T ILEC ("AT&T")	Previous Carrier Party Name	CARRIER Legal Name	Contract Type	Execution Date
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 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, 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 KANSAS, AT&T MISSOURI and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	MegaPath Corporation fka Covad Communications Company and DIECA Communications, Inc. d/b/a Covad Communications Company	GC Pivotal, LLC d/b/a Global Capacity	ABBS – LS ONE	05/11/11
Illinois Bell Telephone Company 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, 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 KANSAS, AT&T MISSOURI and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	MegaPath Corporation fka Covad Communications Company and DIECA Communications, Inc. d/b/a Covad Communications Company	GC Pivotal, LLC d/b/a Global Capacity	Optional Advanced Services / TN Report	11/10/06