



Richard T. Howell
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November 1, 2017

Ms. Talina R. Mathews
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Interconnection Agreement Amendment

Ms. Mathews:

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

The Amendment to add the ACNA and OCNs that formerly belonged to TNCI Operating Company LLC (TNCI) to the current interconnection agreement between AT&T Kentucky and Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a VarTec Telecom; Reference No. 00247. The interconnection agreement between AT&T Kentucky and TNCI Operating Company LLC shall terminate upon the effective date of the above-mentioned Amendment; Reference No. 00685

This document is being electronically filed with the Commission on the date of this letter. Please contact me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in black ink 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, 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

MATRIX TELECOM, LLC D/B/A IMPACT TELECOM D/B/A STARTEC GLOBAL COMMUNICATIONS; MATRIX TELECOM, LLC; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC

TELECOM; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A
IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A
TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX
TELECOM, INC. D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A
EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A
VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A IMPACT TELECOM
D/B/A MATRIX BUSINESS TECHNOLOGIES; MATRIX TELECOM, LLC
D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A
MATRIX BUSINESS TECHNOLOGIES D/B/A/ TRINSIC
COMMUNICATIONS; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A
IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A
STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC
TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR
CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS
D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES
D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC
TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR
CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS
D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC GLOBAL
COMMUNICATIONS D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC
TELECOM

Signature: eSigned - Douglas FunschSignature: eSigned - William BockelmanName: eSigned - Douglas Funsch
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: Chief Revenue Officer
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 26 Sep 2017Date: 26 Sep 2017

Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications; Matrix Telecom, LLC; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies; Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom

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, 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	3051,4909,7984, 778B	8015,9528, 230D	3995
ARKANSAS	3051,4909,7984, 778B	9797, 044E	5569,9103
CALIFORNIA	3051,4909,7984, 778B	243A, 9873, 864C	0746, 7379
FLORIDA	3051,4909,7984, 778B	5674,9454, 839B	3840
GEORGIA	3051,4909,7984, 778B	398A, 8058, 433C	0155
ILLINOIS	3051,4909,7984, 778B	000A,9707, 025C	3259
INDIANA	3051,4909,7984, 778B	621A, 9497, 251C	1523
KANSAS	3051,4909,7984, 778B	9455, 520D	5082,5675
KENTUCKY	3051,4909,7984, 778B	9357,9851, 939B	0327
LOUISIANA	3051,4909,7984, 778B	9823,9917, 232E	0123
MICHIGAN	3051,4909,7984, 778B	9458,9559, 841B	0333
MISSISSIPPI	3051,4909,7984, 778B	9393,9798, 941B	3327
MISSOURI	3051,4909,7984, 778B	3442. 236D	0326,5676
NEVADA	3051,4909,7984, 778B	9358,9460, 237D	2165, 2817
NORTH CAROLINA	3051,4909,7984, 778B	5957,9462, 945D	5558
OHIO	3051,4909,7984, 778B	9463,9824, 943B	5436
OKLAHOMA	3051, 778B	783D	5275
SOUTH CAROLINA	3051,4909,7984, 778B	8016,9514, 362D	3326
TENNESSEE	3051,4909,7984, 778B	170A,9651, 784D	5468
TEXAS	3051,4909,7984, 778B	2897, 600C	3036,5167, 129G, 7715
WISCONSIN	3051,4909,7984, 778B	9175,9800, 844B	2133

Description	ACNA Code(s)
ACNA(s)	ELZ, EXL, VRT, RNA

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

This Amendment (the “Amendment”) amends the Agreements by and between AT&T and Matrix as shown in the attached Exhibit A. AT&T and Matrix are hereinafter referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, AT&T and Matrix are Parties to the Agreements as shown in the attached Exhibit A; and

Matrix

WHEREAS, Matrix represents that it acquired the assets of TNCI Operating Company LLC (“TNCI”) in the states of Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin including those associated with TNCI’s ACNA and OCNs.

WHEREAS, with Matrix’s acquisition of TNCI, Matrix desires to continue to purchase services from AT&T-21 STATE under the Agreements as shown in the attached Exhibit A and seeks to terminate the TNCI Interconnection Agreements.

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 is composed of the foregoing recitals, the terms and conditions, contained within, and certain Exhibits immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The TNCI Interconnection Agreements shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, Matrix has assumed all of the liabilities and obligations of TNCI including all charges previously assessed against TNCI’s ACNA and OCNs prior to the Effective Date of this Amendment and shall also be responsible for all AT&T-21 STATE charges associated with the products and services purchased under this Agreement, including such product and services associated with ACNA RNA and the state specific OCNs as depicted in the matrix below starting on and continuing after the Effective Date.

STATE	OCN CLASS	OCN
All 21	RESALE	778B
Alabama	ULEC	230D
Arkansas	ULEC	044E
California	CLEC	7379
	ULEC	864C
Florida	ULEC	839B
Georgia	ULEC	433C
Illinois	ULEC	025C
Indiana	ULEC	251C
Kansas	ULEC	520D
Kentucky	ULEC	939B
Louisiana	ULEC	232E
Michigan	ULEC	841B
Mississippi	ULEC	941B
Missouri	ULEC	236D
Nevada	ULEC	237D
	CLEC	2817
North Carolina	ULEC	945D
Ohio	ULEC	943B
Oklahoma	ULEC	783D
South Carolina	ULEC	362D
Tennessee	ULEC	784D

Texas	CLEC	129G
	CLEC	7715
	ULEC	600C
Wisconsin	ULEC	844B

3. Notwithstanding any provision or interpretation of the Agreement, Matrix certifies that it will be operating under and submitting its orders with the additional Access Customer Name Abbreviation ("ACNA") of "RNA", which has been issued by iconectiv, and the additional Operating Company Numbers ("OCNs") of "025C, 044E, 129G, 230D, 232E, 236D, 237D, 251C, 2817, 362D, 433C, 520D, 600C, 7715, 7379, 778B, 783D, 784D, 839B, 841B, 844B, 864C, 939B, 941B, 943B and 945D", which have been issued by National Exchange Carrier Association Inc ("NECA") for Matrix. Matrix also certifies and represents that it is duly authorized to use the ACNA listed above, and that all charges due under this Agreement for orders submitted by Matrix using this ACNA will be the responsibility of Matrix. Matrix shall provide the ACNA via the CLEC Profile within thirty (30) calendar days of the Effective Date. Matrix shall provide the Access Service Requests (ASRs) or Local Service Requests (LSRs), as required, to update the ACNA within thirty (30) calendar days of the Effective Date. Matrix shall not order products or services under this Agreement utilizing the ACNA listed above until both (a) the CLEC Profile is in "Completed" status for the addition of the new ACNA listed above, and (b) Matrix has submitted ASRs or LSRs and they have successfully posted as set forth in this Section.
4. 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.
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 counterparts shall together constitute one and the same instrument.
9. 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 ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications	Interconnection	4/3/06
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	Matrix Telecom, LLC	Interconnection	5/6/03
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	7/21/03
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	Matrix Telecom, LLC	Interconnection	5/28/03
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	4/25/03
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Matrix Telecom, LLC	Interconnection	7/17/03
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom	Interconnection	7/7/03
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Matrix Telecom, LLC	Interconnection	8/11/03

AT&T ILEC ("AT&T")	CARRIER New Legal Name	Contract Type	Approval Date
Bellsouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Matrix Telecom, LLC	Interconnection	4/29/03
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies	Interconnection	6/2/03
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Matrix Telecom, LLC	Interconnection	10/26/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Matrix Telecom, LLC	Interconnection	8/22/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Matrix Telecom, LLC	Interconnection	1/24/07
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a/ Trinsic Communications	Interconnection	9/20/05
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	8/9/00
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	1/23/03

Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	3/26/03
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	3/10/04
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Matrix Telecom, LLC	Interconnection	4/14/03
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Matrix Telecom, LLC	Interconnection	10/11/03
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Matrix Telecom, LLC	Interconnection	4/18/02