



Richard T. Howell
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September 19, 2018

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 replace Notice provisions and to change name from Sonic Systems, Inc. to Talkie Communications, Inc. to the current interconnection agreement between AT&T Kentucky and Talkie Communications, Inc. (f/k/a Sonic Systems, Inc.); Reference No. 01181.

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 FLORIDA AND
AT&T KENTUCKY, SOUTHWESTERN BELL TELEPHONE COMPANY
D/B/A AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

TALKIE COMMUNICATIONS, INC.

Signature: eSigned - Andrew DeMattiaName: eSigned - Andrew DeMattia
(Print or Type)Title: CEO
(Print or Type)Date: 21 Aug 2018

Talkie Communications, Inc.

Signature: eSigned - William BockelmanName: eSigned - William Bockelman
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 29 Aug 2018

BellSouth Telecommunications, LLC d/b/a AT&T
FLORIDA and AT&T KENTUCKY, Southwestern Bell
Telephone Company d/b/a AT&T TEXAS, Wisconsin
Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services,
Inc., its authorized agent

State	CLEC OCN
FLORIDA	886H
KENTUCKY	887H
TEXAS	952H

Description	ACNA Code(s)
ACNA(s)	SZO

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA AND AT&T KENTUCKY,
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS, WISCONSIN BELL, INC.
D/B/A AT&T WISCONSIN
AND
TALKIE COMMUNICATIONS, INC.**

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, Sonic Systems, Inc., Sonic Systems, Inc. d/b/a Sonic Communication, Inc. and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland ("Sonic Systems") has changed its name to "Talkie Communications, Inc." ("Talkie Communications"), and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T FLORIDA, KENTUCKY, TEXAS AND WISCONSIN and Talkie Communications hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Sonic Systems, Inc., Sonic Systems, Inc. d/b/a Sonic Communication, Inc. and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland" to "Talkie Communications, Inc."
2. AT&T FLORIDA, KENTUCKY, TEXAS AND WISCONSIN shall reflect that name change from "Sonic Systems, Inc., Sonic Systems, Inc. d/b/a Sonic Communication, Inc. and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland" to "Talkie Communications, Inc." only for the main billing account (header card) for each of the accounts previously billed to Sonic Systems. AT&T FLORIDA, KENTUCKY, TEXAS AND WISCONSIN shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T FLORIDA, KENTUCKY, TEXAS AND WISCONSIN's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Talkie Communications affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Sonic Systems with AT&T FLORIDA, KENTUCKY, TEXAS AND WISCONSIN for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Talkie Communications shall operate with AT&T FLORIDA, KENTUCKY, TEXAS AND WISCONSIN under the "Talkie Communications, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Talkie Communications, and labeling (including re-labeling) equipment and facilities with Talkie Communications. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement 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-21STATE 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-21STATE 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).
4. The Parties agree to replace Section 21 from the Agreement with the following language:
 21. **Notices**
 - 21.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

- 21.1.1 delivered by electronic mail (email).
- 21.1.2 delivered by facsimile.
- 21.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- 21.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 21.4 below.
- 21.2.2 delivered by facsimile provided CLEC has provided such information in Section 21.4 below.
- 21.3 Notices will be deemed given as of the earliest of:
- 21.3.1 the date of actual receipt.
- 21.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
- 21.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 21.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Andrew DeMattia CEO
STREET ADDRESS	141 Grays Pond Lane
CITY, STATE, ZIP CODE	Centreville, MD 21617
PHONE NUMBER*	240-687-7551
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	sales@talkiefiber.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section 21.

- 21.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 21. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 21.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change

and/or addition in accordance with this Section 21. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

21.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

21.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

21.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

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. 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 not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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.
10. For Florida, Kentucky, 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 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 Old Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland	Talkie Communications, Inc.	Interconnection Agreement	11/16/16
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Sonic Systems, Inc.	Talkie Communications, Inc.	Interconnection Agreement	8/19/16
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Sonic Systems, Inc. d/b/a Sonic Communication, Inc.	Talkie Communications, Inc.	Interconnection Agreement	3/3/17
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN	Sonic Systems, Inc.	Talkie Communications, Inc.	Interconnection Agreement	4/6/17