



Janet Arnold
Manager-Regulatory Relations

AT&T Services, Inc.
220 SE 6th Ave
Room 505
Topeka, KS 66603
785.276.6863 Office
janet.arnold.1@att.com

November 21, 2014

RECEIVED

DEC 05 2014

PUBLIC SERVICE
COMMISSION

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Commercial Amendment Placed on File at the Commission

Dear Mr. Derouen:

Please find enclosed an electronic receipt notification for the following:

- 1) The Amendment to change the carrier name in the commercial agreement between AT&T Kentucky and Business Telecom, Inc.

This document was filed with the Commission on November 21, 2014.

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,

Enclosure

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, WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN

AND

BUSINESS TELECOM, LLC d/b/a EARTHLINK BUSINESS, BUSINESS TELECOM, LLC d/b/a EARTHLINK BUSINESS III, BUSINESS TELECOM, LLC d/b/a EARTHLINK BUSINESS IV, CHOICE ONE COMMUNICATIONS OF OHIO INC. d/b/a EARTHLINK BUSINESS, US XCHANGE OF ILLINOIS, L.L.C. d/b/a EARTHLINK BUSINESS I, US XCHANGE OF INDIANA, L.L.C. d/b/a EARTHLINK BUSINESS, US XCHANGE OF MICHIGAN, L.L.C. d/b/a EARTHLINK BUSINESS I, AND US XCHANGE OF WISCONSIN, L.L.C. d/b/a EARTHLINK BUSINESS

Signature: eSigned - Jeanne Dale

Signature: eSigned - William A. Bockelman

Name: eSigned - Jeanne Dale
 (Print or Type)

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

Title: VP Vendor Relations & Access Regulatory
 (Print or Type)

Title: Director
 (Print or Type)

Date: 18 Nov 2014

Date: 18 Nov 2014

Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business

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, 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	7796 7727	7795 7727	7795 4615
FLORIDA	7796 7727	7795 7727 4616	7795 4616
GEORGIA	7796 7727	7795 7727 4617	7795 4617
ILLINOIS	8761	8760	8760
INDIANA	8365	8366	8366
KENTUCKY	7796 7727	7795	7795
LOUISIANA	7796 7727	7795 7727	7795 4618
MICHIGAN	4149	8685	8685
MISSISSIPPI	7796 7727	7795 7727	7795 4619
NORTH CAROLINA	7796 7727	7795 7727	7795 4620
OHIO	9544	3765	3765
SOUTH CAROLINA	7796 7727	7795 7727	7795 4621
TENNESSEE	7796 7727	7795 7727	7795 4622
WISCONSIN	7980	7979	7979

Description	ACNA Code(s)
ACNA(s)	BTM DLT HOC UXW

**AMENDMENT TO
LOCAL WHOLESALE COMPLETE AGREEMENT
BY AND 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, Wisconsin Bell, Inc.
d/b/a AT&T WISCONSIN**

AND

**Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink
Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of
Ohio Inc. d/b/a EarthLink Business, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US
XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a
EarthLink Business I, and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business**

The Local Wholesale Complete Agreement by and 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, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T ALABAMA, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND WISCONSIN") and Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business (f/k/a Business Telecom, Inc., Choice One Communications of Ohio Inc. d/b/a One Communications, US XChange of Illinois, L.L.C. d/b/a One Communications II., US XChange of Indiana, L.L.C. d/b/a One Communications, US XChange of Michigan, L.L.C. d/b/a One Communications I, and US XChange of Wisconsin, L.L.C. d/b/a One Communications), is hereby amended as follows.

WHEREAS, AT&T ALABAMA, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND WISCONSIN and Business Telecom, Inc., Choice One Communications of Ohio Inc. d/b/a One Communications, US XChange of Illinois, L.L.C. d/b/a One Communications II., US XChange of Indiana, L.L.C. d/b/a One Communications, US XChange of Michigan, L.L.C. d/b/a One Communications I, and US XChange of Wisconsin, L.L.C. d/b/a One Communications ("Business Telecom, Inc., Choice One Communications of Ohio Inc. d/b/a One Communications, US XChange of Illinois, L.L.C. d/b/a One Communications II., US XChange of Indiana, L.L.C. d/b/a One Communications, US XChange of Michigan, L.L.C. d/b/a One Communications I, and US XChange of Wisconsin, L.L.C. d/b/a One Communications") are the parties to that certain "Local Wholesale Complete Agreement" approved as of January 9, 2012 (the "Agreement"); and

WHEREAS, Business Telecom, Inc., Choice One Communications of Ohio Inc. d/b/a One Communications, US XChange of Illinois, L.L.C. d/b/a One Communications II., US XChange of Indiana, L.L.C. d/b/a One Communications, US XChange of Michigan, L.L.C. d/b/a One Communications I, and US XChange of Wisconsin, L.L.C. d/b/a One Communications has changed its name to "Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T ALABAMA, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND WISCONSIN and Business Telecom, LLC d/b/a EarthLink Business, EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Business Telecom, Inc., Choice One Communications of Ohio Inc. d/b/a One Communications, US XChange of Illinois, L.L.C. d/b/a One Communications II., US XChange of Indiana, L.L.C. d/b/a One Communications, US XChange of Michigan, L.L.C. d/b/a One Communications I , and US XChange of Wisconsin, L.L.C. d/b/a One Communications" to "Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business".
2. AT&T ALABAMA, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND WISCONSIN shall reflect that name change from "Business Telecom, Inc., Choice One Communications of Ohio Inc. d/b/a One Communications, US XChange of Illinois, L.L.C. d/b/a One Communications II., US XChange of Indiana, L.L.C. d/b/a One Communications, US XChange of Michigan, L.L.C. d/b/a One Communications I , and US XChange of Wisconsin, L.L.C. d/b/a One Communications" to "Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business" only for the main billing account (header card) for each of the accounts previously billed to Business Telecom, Inc., Choice One Communications of Ohio Inc. d/b/a One Communications, US XChange of Illinois, L.L.C. d/b/a One Communications II., US XChange of Indiana, L.L.C. d/b/a One Communications, US XChange of Michigan, L.L.C. d/b/a One Communications I , and US XChange of Wisconsin, L.L.C. d/b/a One Communications. AT&T ALABAMA, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND WISCONSIN shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T ALABAMA, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE 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, Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business" affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Business Telecom, Inc., Choice One Communications of Ohio Inc. d/b/a One Communications, US XChange of Illinois, L.L.C. d/b/a One Communications II., US XChange of Indiana, L.L.C. d/b/a One Communications, US XChange of Michigan, L.L.C. d/b/a One Communications I , and US XChange of Wisconsin, L.L.C. d/b/a One Communications with AT&T ALABAMA, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE 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, Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business shall operate with AT&T ALABAMA, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND

WISCONSIN under the "Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business" name for those accounts. Such operation shall include, by way of example only, submitting orders under Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business", and labeling (including re-labeling) equipment and facilities with Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business". 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. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. The Effective Date of this Amendment shall be ten (10) business Days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Effective Date").