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May 31, 2024

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 establish the CLEC will be providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers to the current interconnection agreement between AT&T Kentucky and Level 3 Telecom of Kentucky, LLC; Reference No. 00929.

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 "Sally Briar".

Sally Briar

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, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, 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

LEVEL 3 TELECOM OF ALABAMA, LLC, LEVEL 3 TELECOM OF ARKANSAS, LLC D/B/A XSPEDIUS COMMUNICATIONS, LEVEL 3 TELECOM OF CALIFORNIA, LP, LEVEL 3 TELECOM OF FLORIDA, LP, LEVEL 3 TELECOM OF GEORGIA, LP, LEVEL 3 TELECOM OF ILLINOIS LLC, LEVEL 3 TELECOM OF INDIANA, LP, LEVEL 3 TELECOM OF KANSAS CITY, LLC D/B/A AND XSPEDIUS MANAGEMENT CO OF KANSAS CITY, LLC DBA, LEVEL 3 TELECOM OF KANSAS CITY, LLC

D/B/A XSPEDIUS COMMUNICATIONS, LLC, LEVEL 3 TELECOM OF KENTUCKY, LLC, LEVEL 3 TELECOM OF LOUISIANA, LLC, LEVEL 3 TELECOM OF MISSISSIPPI, LLC, LEVEL 3 TELECOM OF NORTH CAROLINA L.P., LEVEL 3 TELECOM OF OHIO LLC, LEVEL 3 TELECOM OF OKLAHOMA, LLC D/B/A XSPEDIUS COMMUNICATIONS, LLC, AND XSPEDIUS MANAGEM, LEVEL 3 TELECOM OF SOUTH CAROLINA, LLC, LEVEL 3 TELECOM OF TENNESSEE, LLC, LEVEL 3 TELECOM OF TEXAS, LLC, LEVEL 3 TELECOM OF WISCONSIN, LP

Signature: eSigned - Gary Black, Jr.Signature: eSigned - Kristen E. ShoreName: eSigned - Gary Black, Jr.
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: VP Carrier Relations
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 06 Mar 2024Date: 11 Mar 2024

Level 3 Telecom of Alabama, LLC, Level 3 Telecom of Arkansas, LLC d/b/a Xspedius Communications, Level 3 Telecom of California, LP, Level 3 Telecom of Florida, LP, Level 3 Telecom of Georgia, LP, Level 3 Telecom of Illinois LLC, Level 3 Telecom of Indiana, LP, Level 3 Telecom of Kansas City, LLC d/b/a and Xspedius Management Co of Kansas City, LLC dba, Level 3 Telecom of Kansas City, LLC d/b/a Xspedius Communications, LLC, Level 3 Telecom of Kentucky, LLC, Level 3 Telecom of Louisiana, LLC, Level 3 Telecom of Mississippi, LLC, Level 3 Telecom of North Carolina L.P., Level 3 Telecom of Ohio LLC, Level 3 Telecom of Oklahoma, LLC d/b/a Xspedius Communications, LLC, and Xspedius Managem, Level 3 Telecom of South Carolina, LLC, Level 3 Telecom of Tennessee, LLC, Level 3 Telecom of Texas, LLC, Level 3 Telecom of Wisconsin, LP

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 Incorporated d/b/a AT&T INDIANA, 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	7327	8994	7280
ARKANSAS	7918	165B	7264
CALIFORNIA	8402	7456	7178,7718
FLORIDA	7065,7327,8280,8402	177B	7150,7280
GEORGIA	8402	141B	5311,7150,7178
ILLINOIS	8402	- - -	138G
INDIANA	8402	- - -	7060
KANSAS	7919	168B	7014
KENTUCKY	7260,8402	178B	4369,7280,8824
LOUISIANA	7065,7488	8994	3232,7065,7280,8824,8994
MISSISSIPPI	7065,8402	- - -	8994
MISSOURI	7917	170B	7589

NORTH CAROLINA	7065,7244,8402	8994	3235,7150,7178,7858,7973,8824,8994
OHIO	8402	---	7436,7460
OKLAHOMA	7920	173B	7632
SOUTH CAROLINA	7273,8402	174B	5344,7178,7280
TENNESSEE	7065,7242,8402	---	7150,7178,7517,8994
TEXAS	8402	8434	7074,7516
WISCONSIN	8402	---	7322

Description	ACNA Code(s)
ACNA(s)	AVS,LUW,TIM,ICG,XPC,LVC

**AMENDMENT TO THE AGREEMENT
BETWEEN**

LEVEL 3 TELECOM OF ALABAMA, LLC, LEVEL 3 TELECOM OF ARKANSAS, LLC D/B/A XSPEDIUS COMMUNICATIONS, LEVEL 3 TELECOM OF CALIFORNIA, LP, LEVEL 3 TELECOM OF FLORIDA, LP, LEVEL 3 TELECOM OF GEORGIA, LP, LEVEL 3 TELECOM OF ILLINOIS LLC, LEVEL 3 TELECOM OF INDIANA, LP, LEVEL 3 TELECOM OF KANSAS CITY, LLC D/B/A AND XSPEDIUS MANAGEMENT CO OF KANSAS CITY, LLC DBA, LEVEL 3 TELECOM OF KANSAS CITY, LLC D/B/A XSPEDIUS COMMUNICATIONS, LLC, LEVEL 3 TELECOM OF KENTUCKY, LLC, LEVEL 3 TELECOM OF LOUISIANA, LLC, LEVEL 3 TELECOM OF MISSISSIPPI, LLC, LEVEL 3 TELECOM OF NORTH CAROLINA L.P., LEVEL 3 TELECOM OF OHIO LLC, LEVEL 3 TELECOM OF OKLAHOMA, LLC D/B/A XSPEDIUS COMMUNICATIONS, LLC, AND XSPEDIUS MANAGEM, LEVEL 3 TELECOM OF SOUTH CAROLINA, LLC, LEVEL 3 TELECOM OF TENNESSEE, LLC, LEVEL 3 TELECOM OF TEXAS, LLC, LEVEL 3 TELECOM OF WISCONSIN, LP

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 INCORPORATED D/B/A AT&T INDIANA, 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 Interconnection Agreements ("Agreements") under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), by and between AT&T and CLEC as shown in the attached Exhibit A.

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

WHEREAS, CLEC will be providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers ("IVP") in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97; Numbering Policies for Modern Communications. As such, CLEC will be delivering traffic to and receiving traffic from AT&T on behalf of one or more IVPs; and

WHEREAS, the Parties wish to amend the Agreements, pursuant to Sections 251 and 252 of the Act, to include certain provisions relating to WC Docket No. 13-97 approved by the FCC.

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

1. The Recitals are incorporated into this Amendment.
2. "Interconnected VoIP Provider" or "IVP", as used in these Agreements, is an entity as set forth in the Preamble that provides interconnected VoIP service as that term is defined in 47 U.S.C. § 153(57).
3. AT&T and CLEC will interconnect, exchange traffic and maintain compensation for traffic originated by or destined for an IVP as if it were traffic to or from CLEC's end users as provided for in the Agreement.
4. AT&T-21STATE shall route such IVP traffic destined for CLEC's directly connected end office as defined in the LERG, and CLEC shall be responsible, including financially, for any such traffic. AT&T-21STATE shall not be responsible for any misuse of CLEC's codes by IVP in the LERG.

5. By agreeing to exchange traffic pursuant to these Agreements, neither Party waives and each Party expressly reserves its respective advocacy positions regarding the appropriate means of interconnection, traffic exchange and intercarrier compensation for traffic exchanged between the Parties.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). 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 ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date"). However, for all states, this Amendment shall be implemented as of the date it is executed by both Parties.

Exhibit A

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Date Signed
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Level 3 Telecom of Alabama, LLC	Interconnection	11/2/2007
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Level 3 Telecom of Arkansas, LLC	Interconnection	2/2/2006
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Level 3 Telecom of California, LP	Interconnection	10/16/2002
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Level 3 Telecom of Florida, LP	Interconnection	11/2/2007
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Level 3 Telecom of Georgia, LP	Interconnection	11/2/2007
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Level 3 Telecom of Illinois LLC	Interconnection	10/12/2012
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Level 3 Telecom of Indiana, LP	Interconnection	3/29/2002
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Level 3 Telecom of Kansas City, LLC	Interconnection	9/6/2005
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Level 3 Telecom of Kentucky, LLC	Interconnection	11/2/2007
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Level 3 Telecom of Louisiana, LLC	Interconnection	11/2/2007
BellSouth Telecommunications, LLC	Level 3 Telecom of Mississippi, LLC	Interconnection	11/2/2007

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Date Signed
d/b/a AT&T MISSISSIPPI			
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Level 3 Telecom of Kansas City, LLC	Interconnection	5/3/2011
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Level 3 Telecom of North Carolina L.P.	Interconnection	11/2/2007
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Level 3 Telecom of Ohio, LLC	Interconnection	3/29/2002
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Level 3 Telecom of Oklahoma, LLC	Interconnection	7/7/2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Level 3 Telecom of South Carolina, LLC	Interconnection	11/2/2007
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Level 3 Telecom of Tennessee, LLC	Interconnection	11/2/2007
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Level 3 Telecom of Texas, LLC	Interconnection	8/25/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Level 3 Telecom of Wisconsin, LP	Interconnection	3/29/2002