

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of AT&T Ohio ) TRF Docket No. 90-\_\_\_\_\_  
For Review and Approval of an Agreement Amendment ) Case No. 14 - 0919 - **TP** - NAG  
Pursuant to Section 252 of the Telecommunications Act of )  
1996 ) **NOTE: Unless you have reserved a Case #, leave the "Case No" fields BLANK.**

Name of Registrant(s) The Ohio Bell Telephone Company

DBA(s) of Registrant(s) AT&T Ohio

Address of Registrant(s) 150 E. Gay St., Room 4C, Columbus, Ohio 43215

Company Web Address [www.att.com](http://www.att.com)

Regulatory Contact Person(s) Jon F. Kelly

Phone 614-223-7928

Fax 614-223-5955

Regulatory Contact Person's Email Address [jk2961@att.com](mailto:jk2961@att.com)

Contact Person for Annual Report Maryann H. Mackey

Phone 216-822-0086

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Consumer Contact Information Maryann H. Mackey

Phone 216-822-0086

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Notes:**

Section I and II are Pursuant to Chapter [4901:1-6 OAC](#)

Section III – Carrier to Carrier is Pursuant to [4901:1-7 OAC](#), and Wireless is Pursuant to [4901:1-6-24 OAC](#).

Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.**

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

## Section I – Part I - Common Filings

<b>Carrier Type</b> <input type="checkbox"/> <b>Other</b> (explain below)	<input checked="" type="checkbox"/> <b>For Profit ILEC</b>	<input type="checkbox"/> <b>Not For Profit ILEC</b>	<input type="checkbox"/> <b>CLEC</b>
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA <a href="#">1-6-14(F)</a> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <a href="#">1-6-14(F)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(F)(4)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(G)</a> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <a href="#">1-6-14(C)(1)(c)</a> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <a href="#">1-6-08(G)</a> (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA <a href="#">1-6-25(B)</a> (0 day Notice)
<b>Other*</b> (explain) _____			

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Date Notice Sent:</b>				

## Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30- day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 day)	<input type="checkbox"/> UNC <a href="#">1-6-09</a> * (Non-Auto)

\*Supplemental Certification forms can be found on the Commission Web Page.

## Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

## Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <a href="#">1-7-23(B)</a> (Non-Auto)	
<b>Wireless Providers</b> See <a href="#">4901:1-6-24</a>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

#### Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

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**AFFIDAVIT**  
***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, \_\_\_\_\_, and am authorized to make this statement on its behalf.

(Name)

Please Check ALL that apply:

☐ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) \_\_\_\_\_ at (Location) \_\_\_\_\_

\*(Signature and Title) \_\_\_\_\_ (Date) \_\_\_\_\_

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

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**VERIFICATION**

I, Jon F. Kelly, verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) /s/ Jon F. Kelly, General Attorney

(Date) May 21, 2014

*\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

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***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In The Matter Of The Application	)	
For Approval Of An Agreement Amendment	)	
Between AT&T Ohio and	)	Case No. 14-0919 -TP-NAG
Earthlink Business, LLC f/k/a	)	
New Edge Network, Inc.	)	
Pursuant To Section 252 of the	)	
Telecommunications Act of 1996.	)	

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APPLICATION FOR APPROVAL OF AN AGREEMENT  
AMENDMENT PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

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AT&T Ohio<sup>1</sup> hereby files the attached Ninth Amendment dated May15, 2014 ("the Amendment") to the agreement between AT&T Ohio and Earthlink Business, LLC, f/k/a New Edge Network, Inc. dated April 4, 2000 ("the Agreement") for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, 47 U.S.C. § 252(e) ("the Act"). The Amendment changes the CLEC's name to Earthlink Business, LLC.

The Agreement was approved by the Commission on May 3, 2001 in Case No. 00-0620-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

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<sup>1</sup> The Ohio Bell Telephone Company uses the name AT&T Ohio.

Respectfully submitted,

AT&T OHIO

By: /s/ Jon F. Kelly  
Jon F. Kelly  
AT&T Services, Inc.  
150 E. Gay St., Rm. 4-C  
Columbus, OH 43215

(614) 223-7928

Its Attorney

## AMENDMENT

## BETWEEN

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, THE SOUTHERN NEW ENGLAND TELEPHONE  
COMPANY D/B/A AT&T CONNECTICUT, WISCONSIN BELL, INC. D/B/A  
AT&T WISCONSIN

## AND

EARTHLINK BUSINESS, LLC



Signature: eSigned - Jeanne DaleSignature: eSigned - William A. BockelmanName: 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: 12 May 2014Date: 15 May 2014

Earthlink Business, LLC

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, The Southern New England Telephone Company d/b/a AT&T CONNECTICUT, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	2932	- - -	2832
CONNECTICUT	2932	- - -	331E
ILLINOIS	2932	- - -	3416
INDIANA	2932	- - -	3426
MICHIGAN	2932	- - -	3855
NEVADA	2932	- - -	3419
OHIO	2932	- - -	3858
WISCONSIN	2932	- - -	2932

Description	ACNA Code(s)
ACNA(s)	NGE



**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN**

**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,  
The Southern New England Telephone Company d/b/a AT&T CONNECTICUT, Wisconsin Bell, Inc.  
d/b/a AT&T WISCONSIN  
AND  
EARTHLINK BUSINESS, LLC**

The Interconnection Agreement by and between 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, The Southern New England Telephone Company d/b/a AT&T CONNECTICUT, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN (previously referred to as "Ameritech Wisconsin") ("AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN") and Earthlink Business, LLC (f/k/a New Edge Network, Inc.), is hereby amended as follows.

**WHEREAS**, AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN and New Edge Network, Inc. ("New Edge") are the parties to that certain "Interconnection Agreement" effective as of March 15, 2000 (the "Agreement"); and

**WHEREAS**, New Edge has changed its name to "Earthlink Business, LLC," and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN and Earthlink Business hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "New Edge Network, Inc." to "Earthlink Business, LLC."
2. AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN shall reflect that name change from "New Edge Network, Inc." to "Earthlink Business, LLC" only for the main billing account (header card) for each of the accounts previously billed to New Edge. AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO 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, Earthlink Business affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by New Edge with AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO 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, Earthlink Business shall operate with AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN under the "Earthlink Business, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Earthlink Business, and labeling (including re-labeling) equipment and facilities with 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-22STATE 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-22STATE 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 delete and replace in its entirety Section 17 of the General Terms and Conditions with the following:

17.0 Notices

17.1 Notices given by one Party to the other Party 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:

17.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

17.1.2 delivered by facsimile provided CLEC and/or AT&T-22STATE has provided such information in Section 17.3 below.

17.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-22STATE has provided such information in section 17.3 below.

17.2 Notices will be deemed given as of the earliest of:

17.2.1 the date of actual receipt;

17.2.2 the next Business Day when sent via express delivery service;

17.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

17.2.4 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.

17.2.5 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 to CLEC by AT&T-22STATE.

17.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	John T. Ambrosi Director, Access Regulatory Management Earthlink
STREET ADDRESS	330 Monroe Avenue
CITY, STATE, ZIP CODE	Rochester, NY 14607
PHONE NUMBER*	(585) 465-5481
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	john.ambrosi@corp.earthlink.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 19 <sup>th</sup> floor Four AT&T Plaza

CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

- 17.4 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 17.0. 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.
- 17.5 AT&T-22STATE 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 not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
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 be filed with and is subject to approval by the California, Connecticut, Illinois, Indiana, Michigan, Ohio, Nevada, and Wisconsin State Commissions. In the States of Illinois, Indiana, Michigan and Nevada the Amendment shall become effective ten (10) days following approval by such Commissions. In the State of Connecticut this Amendment shall become effective upon approval by the Public Utilities Regulatory Authority. In the State of 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 91<sup>st</sup> day after filing. In the State of 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. In the State of 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 Dates").

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**5/21/2014 10:57:37 AM**

**in**

**Case No(s). 14-0919-TP-NAG**

Summary: Application for approval of an interconnection agreement amendment electronically filed by Mrs. Verneda J. Engram on behalf of AT&T Ohio