

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 04-01-2020)

Per the Commission's 5/29/2019 "Implementation Order" in Case No. 19-0173-TP-ORD

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 anyway.

In the Matter of the Application of AT&T Ohio for Review and) TRF Docket No. 90- -TP-
Approval of an Interconnection Agreement Amendment) Case No. 20-1772-TP-NAG
Pursuant to Section 252 of the Telecommunications Act of 1996)

Name of Registrant(s) The Ohio Bell Telephone Company

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

Address of Registrant(s) 208 S. Akard St, Room 2510.02, Dallas, TX 75202

Company Web Address www.att.com

Regulatory Contact Person(s) Richard T. Howell

Phone (214)757-8099

Fax () - -

Regulatory Person's Email Address rh2514@att.com

Contact Person for Annual Report Richard T. Howell

Phone () - -

Consumer Contact Information Richard T. Howell

Phone () - -

Address (if different from above) [Click here to enter text.](#)

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:

Sections I and II are pursuant to Ohio Administrative Code (OAC) 4901:1-6.

Section III – Part I - Carrier to Carrier is pursuant to OAC 4901:1-7 and Pole Attachment to OAC 4901:1-3

Section III – Part II - Wireless is pursuant to OAC 4901:1-6-24.

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 identified section of the Ohio Administrative Code Chapter 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website at www.PUCO.ohio.gov under the docketing information system section (Procedural filing requirements), by calling the Docketing Division at 614-466-4095 or by visiting the Docketing Division at the offices of the PUCO.

(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:

Carrier Type: <input type="checkbox"/> Other (Explain below)	For Profit ILEC	Not for Profit ILEC	CLEC
Change terms & conditions of existing BLES.	<input type="checkbox"/> ATA <u>1-6-14(I)(2)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge or fee to BLES	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)		<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap	<input type="checkbox"/> ZTA <u>1-6-14(E)</u> (0 day notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <u>1-6-14(E)</u> (0 day notice)	<input type="checkbox"/> ZTA <u>1-6-14(E)</u> (0 day notice)	<input type="checkbox"/> ZTA <u>1-6-14(E)</u> (0 day notice)
Change BLES Rates	<input type="checkbox"/> TRF <u>1-6-14(E) & (G)</u> (0 day notice)	<input type="checkbox"/> TRF <u>1-6-14(E)</u> (0 day notice)	<input type="checkbox"/> TRF <u>1-6-14(H)</u> (0 day notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <u>1-6-14(C)(1)(c)</u> (Auto 30 days)		
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day notice)	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day notice)	
Change in boundary	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <u>1-6-08(G)</u> (0 day notice)
BLES withdrawal	<input type="checkbox"/> WBL <u>4927.10</u> (120 day notice)		<input type="checkbox"/> ZTA <u>1-6-25(B)</u> (0 day notice)
Other (explain):			

*Other exhibits may be required under the applicable rule, see the 4901:106-14(E) Filing Requirements on the PUCO's webpage for a complete list of exhibits.

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-07 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"/>
Date Notice Sent:				

Section I – Part III – Inmate Operator Service Pursuant to Chapter 4901:1-6-22 OAC

Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> TRF (0 day notice)	<input type="checkbox"/> ATA (Auto 30 days)	<input type="checkbox"/> TRF (0 day notice)	<input type="checkbox"/> UNC (Non-Auto)

Section II – Part I – Carrier Certification – Pursuant to Chapter 4901:1-6-08 & 10 OAC and Competitive Eligible Telecommunications Carrier Designation (CETC) – Pursuant to Chapter 4901:1-6-09 OAC

ILEC (Out of territory)	CLEC	Telecommunications Service Provider Not Offering Local Service	CESTC	CETC
<input type="checkbox"/> ACE <u>1-6-08</u> (Auto 30-day)*	<input type="checkbox"/> ACE <u>1-6-08</u> (Auto 30-day)*	<input type="checkbox"/> ACE <u>1-6-08</u> (Auto 30-day)*	<input type="checkbox"/> ACE 1-6-10 (Auto 30-day)	<input type="checkbox"/> UNC 1-6-09 (Non-Auto)*

*Supplemental forms can be found on the PUCO webpage – [Telecommunications application forms](#).

Section II – Part II – Change in Operation or Ownership

Change in Operation or Ownership	ILEC	CLEC	Telecommunications Service Provider Not Offering Local Service
Abandon all services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of official name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0-day notice)
Change in ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)(1)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)(1)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0-day notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)(1)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)(1)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0-day notice)
Transfer certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0-day notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0-day notice)
FCC Authorized Change in Ownership or Merger	<input type="checkbox"/> CIO <u>1-6-29 (E)(2)</u> (0-day notice)	<input type="checkbox"/> CIO <u>1-6-29 (E)(2)</u> (0-day notice)	<input type="checkbox"/> CIO <u>1-6-29 (E)(2)</u> (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 PUCO webpage for a complete list of exhibits.

Section III – Part I - Carrier to Carrier (Pursuant to 4901:1-7) & Attachments to Utility Equipment or Rights of Way (Pursuant to 4901:1-3)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 days)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 days)
Request for arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change carrier to carrier tariffs	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Auto 30 days)	
Changes in rates, terms & conditions to pole attachments, conduit occupancy and rights of way. (13-579-AU-ORD 11/30/16 Entry)	<input type="checkbox"/> ATA <u>1-3-04</u> (Auto 60 days)	

Section III – Part II – Facilities-based Wireless Service Providers (Pursuant to 4901:1-6-24)

Registration and Change in Operations*	<input type="checkbox"/> RCC <u>1-6-24(B)</u> (0 day notice)
Interconnection Agreement or amendment to an approved Agreement.	<input type="checkbox"/> NAG <u>1-7-07</u> (0 day notice)

***Change in Operations filing must be filed in the original RCC case designation code established during the registration process.**

Section IV. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, AT&T Ohio, and am authorized to make this statement on its behalf.

Richard T. Howell

(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 Ohio Adm. Code 4901:1-6-7.

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

Executed on Click here to enter text. at Click here to enter text.

*Signature and Title

Date

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

VERIFICATION

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

/s/ Richard T. Howell, Area Manager-Regulatory Relations

December 10, 2020

*Signature and Title

Date

**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.*

**File document electronically as directed in case number 06-900-AU-WVR
or**

Send your completed Filing 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**

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

BIRCH COMMUNICATIONS, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF KANSAS, INC. (N/K/A FUSION TELECOM OF KANSAS, LLC); BIRCH TELECOM OF MISSOURI, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF OKLAHOMA, INC. (N/K/A FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA, LLC); AND BIRCH TELECOM OF TEXAS, LTD., L.L.P. (N/K/A FUSION TELECOM OF TEXAS, LTD., LLP)



Signature: eSigned - James P. Prenetta, Jr.Signature: eSigned - Kristen ShoreName: eSigned - James P. Prenetta, Jr.
(Print or Type)Name: eSigned - Kristen Shore
(Print or Type)Title: Executive Vice President and General Counsel Title: AVP Regulatory
(Print or Type) (Print or Type)Date: 02 Oct 2020Date: 07 Oct 2020

Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC); Birch Telecom of Kansas, Inc. (n/k/a Fusion Telecom of Kansas, LLC); Birch Telecom of Missouri, Inc. (n/k/a Fusion Cloud Services, LLC); Birch Telecom of Oklahoma, Inc. (n/k/a Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC); and Birch Telecom of Texas, Ltd., L.L.P. (n/k/a Fusion Telecom of Texas, Ltd., LLP)

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, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, 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, 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	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	168C, 624A, 2720, 2828	2828, 1897, 169C, 5409
ARKANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	674C, 283D, 3244	372F, 969A
FLORIDA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147 7012, 7700, 1604	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 2720
GEORGIA	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	055G, 817A, 1768, 171C, 4361	1986, 2720, 4361, 053H, 144H 5348 817A

	7700		
INDIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	673C, 3241	1899, 3136
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	379G, 984A, 675C, 8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
KENTUCKY	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	2722, 0393, 7514, 3133, 1940
LOUISIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	173C, 5015, 572A, 9316, 9567	0947, 1738, 3133, 1940
MISSISSIPPI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5744, 3239, 6236, 9292, 9337, 5317, 2720	5174, 3731, 5317, 2720
MISSOURI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	916F, 8665	1428, 4736, 8665, 034H, 9335, 215D
NEVADA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H
NORTH CAROLINA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G,	175C, 5745, 577A, 9317, 9354, 3137, 3758	3758, 2435, 3137, 2720

	384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104		
OHIO	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	672C, 007A	2212, 230F, 159D, 4329
OKLAHOMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	921A, 3237	4833, 3642, 9223, 9575
SOUTH CAROLINA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	8067, 174C, 5746, 5369, 3094	2441, 3094, 5369, 9318
TENNESSEE	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	476C, 5859, 5390, 579A, 3290, 1739	3290, 5390
TEXAS	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	6239, 496A, 9589, 3750, 4737, 4364	4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911
WISCONSIN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104, 7729	247D, 5240, 3246	1747, 247D, 3246, 5240

Description	ACNA Code(s)
ACNA(s)	AXJ, BYG, ENC, IOX, NIK, SEQ, SUU, TTU, UID, VLK

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

IONEX COMMUNICATIONS, INC. (N/K/A LINGO COMMUNICATIONS MIDWEST, LLC); IONEX COMMUNICATIONS SOUTH, INC. (LINGO COMMUNICATIONS SOUTH, LLC) BIRCH TELECOM OF THE GREAT LAKES, INC. (N/K/A LINGO TELECOM OF THE GREAT LAKES, LLC); BIRCH TELECOM OF THE SOUTH, INC. (N/K/A LINGO TELECOM OF THE SOUTH, LLC); AND BIRCH TELECOM OF THE WEST, INC. (N/K/A LINGO TELECOM OF THE WEST, LLC)

Signature: eSigned - Charles GriffinSignature: eSigned - Kristen ShoreName: eSigned - Charles Griffin
(Print or Type)Name: eSigned - Kristen Shore
(Print or Type)Title: CEO & President
(Print or Type)Title: AVP Regulatory
(Print or Type)Date: 05 Oct 2020Date: 07 Oct 2020

Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC); Ionex Communications South, Inc. (n/k/a Lingo Communications South, LLC); Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC); Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC); and Birch Telecom of the West, Inc. (n/k/a Lingo Telecom of the West, LLC)

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, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, 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, 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

**ASSIGNMENT & AMENDMENT TO
INTERCONNECTION AND/OR RESALE AGREEMENTS
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, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, , 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, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

BIRCH COMMUNICATIONS, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF KANSAS, INC. (N/K/A FUSION TELECOM OF KANSAS, LLC); BIRCH TELECOM OF OKLAHOMA, INC. (N/K/A FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA, LLC); BIRCH TELECOM OF TEXAS, LTD., L.L.P. (N/K/A FUSION TELECOM OF TEXAS, LTD., LLP); BIRCH TELECOM OF MISSOURI, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF THE SOUTH, INC. (N/K/A LINGO TELECOM OF THE SOUTH, LLC); BIRCH TELECOM OF THE GREAT LAKES, INC. (N/K/A LINGO TELECOM OF THE GREAT LAKES, LLC); IONEX COMMUNICATIONS, INC. (N/K/A LINGO COMMUNICATIONS MIDWEST, LLC); AND BIRCH TELECOM OF THE WEST, INC. (N/K/A LINGO TELECOM OF THE WEST, LLC)

This Assignment and Amendment (collectively, the "Amendment") amends each interconnection and/or resale agreement by and between each AT&T entity and each CLEC entity (collectively, "CLEC Entities"), respectively, listed in each row of Column A and Column B in the attached Exhibit A (collectively, "Agreements"). Each party is hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on June 3, 2019, Fusion Connect, Inc. and its subsidiaries (collectively, "Fusion") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York, in Case No. 19-11811 (the "Bankruptcy Court");

WHEREAS, by order dated December 17, 2019, the Bankruptcy Court confirmed the *Third Amended Joint Chapter 11 Plan of Fusion, Connect, Inc., and Its Subsidiary Debtors*, Doc. No. 680 (the "Plan");

WHEREAS, on January 2, 2020, the Bankruptcy Court entered the *Stipulation, Agreement, and Order Resolving AT&T's Objection to Proposed Cured Amount*, Doc No. 703 (the "Stipulation") pursuant to which all contracts and agreements between AT&T Corp. and its affiliates (collectively, "AT&T") and Fusion (collectively, the "Stipulation Contracts"), were to be assumed by Fusion on the effective date of the Plan (which under the Plan was January 14, 2020, see Doc. 725);

WHEREAS, in 2018, Birch Communications, Inc. underwent an organizational change pursuant to which certain of its affiliated entities listed in this Agreement became indirect subsidiaries of Fusion Connect, Inc. and certain other affiliated entities of Birch Communications, Inc. were spun off to Lingo Management, LLC, which is a wholly owned subsidiary of Lingo Communications, LLC;

WHEREAS, this Amendment removes from the Agreements certain CLEC Entities that are listed in Column E of Exhibit A which were spun off and are not Fusion entities (collectively, "Lingo Entities"), so that the entities that remain in or on the Agreements (as amended by this Amendment) are Fusion entities. To accomplish the removal of such Lingo Entities, which are listed in Column E of Exhibit A, from the listed Agreements, such Lingo Entities are assigning their interests in such Agreements to (a) the Fusion entity already named as a Party in such Agreements (or as designated in Exhibit A), or (b) if a Fusion entity is

not already named as a Party in the Agreement (which are the Agreements that reference Birch Telecom of the Great Lakes, Inc. in Column B of Exhibit A) to Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC); and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, along with the Exhibit A attached hereto, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Lingo Entities, as listed in each row of Column E of Exhibit A, hereby assign their interest in the Agreements between the Parties, as listed in Columns A through D of each row of Exhibit A, to: (a) the Fusion entity that is already Party to such Agreements (or as designated in Exhibit A) or (b) with respect to Agreements that include Birch Telecom of Great Lakes, Inc. that are listed in Exhibit A, Column B, such Agreements are assigned to Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC). In addition, such Lingo Entities, as listed in Column E of Exhibit A, hereby agree to be removed from such Agreements. AT&T consents to such assignments and removals. For avoidance of any doubt, as a result of these assignments and removals, each Agreement listed in each row of Exhibit A is by and between the AT&T entity listed in Column A of that row and the Fusion entity listed in Column F of that row of Exhibit A.
3. Other than the Chapter 11 case referenced above in the recitals, in the event that a voluntary or involuntary petition is filed by or against CLEC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding shall be known as an "Insolvency Proceeding"), then: (a) all rights of AT&T under such laws, including, without limitation, all rights of AT&T under 11 U.S.C. § 366, shall be preserved, and CLEC's assumption of this Agreement shall in no way impair such rights of AT&T; and (b) all rights of CLEC resulting from CLEC's assumption of this Agreement shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to AT&T pursuant to 11 U.S.C. § 366. All monetary obligations of the parties to one another under CLEC's Agreement(s) shall remain in full force and effect unless otherwise negotiated and shall constitute monetary obligations of the parties under this Agreement. In the event that this Agreement is assumed pursuant to 11 U.S.C. § 365 or any other similar law in an Insolvency Proceeding, such monetary obligations shall be cured as part of such assumption unless otherwise agreed and memorialized by CLEC and AT&T in writing.
4. There shall be a retroactive application of the provisions this Amendment to the effective date of the Plan. This Amendment shall be deemed to revise the terms and provisions of each of the Agreements 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 any of the Agreements (including all incorporated or accompanying Appendices, Addenda, and Exhibits to a particular Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in a particular 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 each of the Agreements (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 any of the Agreements 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 Agreements, but rather, shall be coterminous with such Agreements.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS 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 counterpart shall together constitute one and the same instrument.
9. This Amendment shall be filed with the applicable state Commission and effective as follows:

- 9.1 For Alabama, Arkansas, Florida, Georgia, Indiana, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, this Amendment is effective upon filing.
- 9.2 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.
- 9.3 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 Entity Name	CLEC ("CLEC Entities")	Contract Type	Approved Date	Removed Legacy Birch Entities that Are Now Lingo Entity(ies) ("Lingo Entities")	Fusion Entity on the ICA After the Assignment and Removal of the Lingo Entities from the ICA
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA;	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement ¹	7/1/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	1/21/2009	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	5/26/2010	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	8/8/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Interconnection Agreement	6/7/2007	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Birch Telecom of Kansas, Inc. (n/k/a Fusion Telecom of Kansas, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	1/25/2006	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Telecom of Kansas, Inc. (n/k/a Fusion Telecom of Kansas, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	6/27/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	9/11/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Birch Telecom of Missouri, Inc. (n/k/a Fusion Cloud Services, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	8/12/2005	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Telecom of Missouri, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	8/22/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)

¹ References to "Interconnection Agreement" herein include provisions for interconnection and/or resale, as may be applicable, under the Agreements.

AT&T ILEC Entity Name	CLEC ("CLEC Entities")	Contract Type	Approved Date	Removed Legacy Birch Entities that Are Now Lingo Entity(ies) ("Lingo Entities")	Fusion Entity on the ICA After the Assignment and Removal of the Lingo Entities from the ICA
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the West, Inc. (n/k/a Lingo Telecom of the West, LLC)	Interconnection Agreement	4/14/2008	Birch Telecom of the West, Inc. (n/k/a Lingo Telecom of the West, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	8/8/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Birch Telecom of Oklahoma, Inc. (n/k/a Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	8/24/2006	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Telecom of Oklahoma, Inc. (n/k/a Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC)
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Interconnection Agreement	8/9/2007	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	7/16/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	7/14/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Birch Telecom of Texas Ltd., L.L.P. (n/k/a Fusion Telecom of Texas, Ltd., LLP) and Ionex Communications South, Inc. (n/k/a Lingo Communications South, LLC)	Interconnection Agreement	8/29/2005	Ionex Communications South, Inc. (n/k/a Lingo Communications South, LLC)	Birch Telecom of Texas Ltd., L.L.P. (n/k/a Fusion Telecom of Texas, Ltd., LLP)
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Interconnection Agreement	8/6/2007	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)

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Case No(s). 20-1772-TP-NAG

Summary: Application in the matter of the application for approval of an Amendment to an Interconnection Agreement between AT&T Ohio and Fusion Cloud Services, LLC electronically filed by Richard T Howell on behalf of AT&T Ohio