

March 30, 2021
Via ECFS Filing

REDACTED FOR PUBLIC INSPECTION

Secretary, Federal Communications Commission
Washington, DC 20554
Attn: Wireline Competition Bureau

**RE: Request for Confidential Treatment of Filing of TelNet Worldwide, Inc. Corporation;
*Application of TelNet Worldwide, Inc. for Authorization to Obtain Numbering Resources
Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 20-***

Dear Secretary:

Pursuant to Section §52.15(g)(3)(i) of the Commission's Rules,¹ TelNet Worldwide, Inc. ("TelNet") hereby submits its Application for Authorization to Obtain Numbering Resources.

TelNet respectfully requests that, pursuant to Sections §0.457 and §0.459 of the Commission's Rules,² the Commission withhold from public inspection and accord confidential treatment to **Exhibit A** to the application because that document contains sensitive trade secrets and commercial information that falls within Exemption 4 of the Freedom of Information Act ("FOIA").³ Moreover, TelNet would suffer substantial competitive harm if this information were disclosed.

Exhibit A is accordingly marked with the header "SUBJECT TO REQUEST FOR CONFIDENTIAL TREATMENT - NOT FOR PUBLIC INSPECTION."

In support of this request, TelNet hereby states the following:

1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT.

TelNet seeks confidential treatment of **Exhibit A** to its Application.

2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.

TelNet is submitting as **Exhibit A** the agreement between its carrier partner as proof of TelNet's facilities readiness as required by Section 52.15(g)(3)(i)(D) of the Commission's Rules.

¹ 47 C.F.R. § 52.15(g).

² 47 C.F.R. § 0.457 & §0.459.

³ See 5 U.S.C. § 552(b)(4). Public disclosure is not required for "trade secrets and commercial or financial information obtained from a person and privileged or confidential."

3. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION IS COMMERCIAL OR FINANCIAL, OR CONTAINS A TRADE SECRET OR IS PRIVILEGED.

The information for which TelNet seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors". **Exhibit A** describes the agreement between TelNet and its carrier partner and contains proprietary commercial information concerning TelNet's network, customers, and services.

4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNS A SERVICE THAT IS SUBJECT TO COMPETITION.

Exhibit A contains information relating to commercial matters which can be used by other interconnected VoIP providers to compromise TelNet's position in the highly competitive interconnected VoIP business sector. Detailed operations and commercial information of the type provided by TelNet could compromise TelNet's position in this highly competitive industry. Accordingly, release of this information would result in substantial competitive harm to TelNet.

5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM.

Competitors could use TelNet's proprietary commercial and operational information to TelNet's detriment as they would gain access to sensitive information concerning TelNet's commercial agreements, as well as information as to how TelNet provides its services. The prices and terms for the provision of such services are a substantial differentiator between competing carriers. Therefore, disclosure of the Carrier Agreement would result in significant competitive harm to TelNet's carrier partner. This information is not normally disclosed to the public.

6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE.

TelNet has not distributed the information in **Exhibit A** to the public; TelNet is prohibited by contract from publicly disclosing the Carrier Agreement, except as expressly authorized by the carrier partner.

7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES.

TelNet does not believe that the Carrier Agreement is available to the public or that the Carrier Agreement has ever been disclosed to third parties absent the protection of a non-disclosure agreement regarding their contents.

8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE.

TelNet requests that **Exhibit A** be withheld from public disclosure indefinitely. TelNet and its carrier partner intend for the Carrier Agreement to remain in effect indefinitely and therefore any disclosure of the Carrier Agreement or their substance would cause competitive harm to TelNet's carrier partner regarding of the timing of the disclosure.

9. OTHER INFORMATION THAT TELNET BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.

The information concerns TelNet's proprietary network information, related to current and planned commercial and operational information, and as such, is commercially sensitive.

For the foregoing reasons, TelNet respectfully requests the Carrier Agreement be granted confidential status and withheld from public inspection.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3002 or via email to cwrightman@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/Connie Wightman

Connie Wightman
Consultant

tms: FCCv2101

CW/rs/kb

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)
)
TelNet Worldwide, Inc.)
) WC Docket No. 21-_____
For Authorization to Obtain Numbering)
Resources Pursuant to Section 52.15(g) of)
The Commission's Rules)

**APPLICATION OF TELNET WORLDWIDE, INC.
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

TelNet Worldwide, Inc. ("TelNet Worldwide"), pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, respectfully requests authorization to obtain numbering as described below.

Under the Commission's *Numbering Order*,¹ an interconnected VoIP provider may obtain numbering resources from the Numbering Administrator upon a showing that it is authorized to provide service in the area for which the numbering resources are requested. Such authorization may be obtained upon an application to the Commission containing the information detailed in Section 52.15.(g)(3)(i)(A)-(G) of the Commission's Rules. TelNet Worldwide hereby requests the Commission grant it that authorization. In support of this application, TelNet Worldwide provides the following information:

I. INFORMATION REQUIRED BY SECTION 52.15(g)(3)(i)

A. § 52.15(g)(3)(i)(A)

Name:	TelNet Worldwide, Inc.
Address:	31700 Research Park Drive
City:	Madison Heights
State:	MI
ZIP Code:	48071
Telephone:	800-508-1254

¹ *Numbering Policies for Modern Communications*, FCC 15-70 (rel. June 22, 2015).

Contact for Regulatory Requirements:

Name: Linda Cutright
Address: 31700 Research Park Drive
City: Madison Heights
State: MI
ZIP Code: 48071
Telephone: 248-485-1004
Facsimile: 248-485-1054

Contact for Compliance, 911 and Law Enforcement:

Name: Doug Black
Address: 31700 Research Park Drive
City: Madison Heights
State: MI
ZIP Code: 48071
Telephone: 248-485-7092

B. § 52.15(g)(3)(i)(B)

TelNet Worldwide hereby acknowledges that authorization to obtain numbering resources under Section 52.15(g) of the Commission's Rules is subject to compliance with applicable Commission numbering rules as well as to the numbering authority delegated to the states. TelNet Worldwide hereby also acknowledges that this authorization is subject to compliance with industry guidelines and practices regarding numbering, as applicable to telecommunications carriers. The numbering resources that are the subject of this Application will be used to provide interconnected VoIP services initially in the state of Ohio.

C. § 52.15(g)(3)(i)(C)

TelNet Worldwide hereby acknowledges that it must file requests for numbers with the relevant state commission(s) at least 30 days before requesting numbers from the Numbering Administrators.

D. § 52.15(g)(3)(i)(D)

TelNet Worldwide hereby sets forth its capability to provide service within 60 days of the numbering resources activation date.

To demonstrate its facilities readiness, TelNet Worldwide will have the following resources available at its disposal: a fully integrated back office support system with the ability to schedule and process

LNP orders from customers and an experienced provisioning department capable of handling bulk number ports with 21 years LNP experience. TelNet Worldwide has an agreement in place with a CLEC partner to route traffic to the ILECs. TelNet Worldwide has attached to this application, as *Exhibit A*, an agreement between TelNet Worldwide and its carrier partner providing that the carrier partner will host TelNet Worldwide's numbers on its switches and provide connectivity to the PSTN for inbound calls to TelNet Worldwide numbers. TelNet Worldwide has requested confidential treatment under the Commission's rules for *Exhibit A*. Also attached, as *Exhibit B*, is evidence of interconnection agreements between TelNet Worldwide's carrier partner and local exchange carrier/s in the state of Ohio.

E. § 52.15(g)(3)(i)(E)

TelNet Worldwide hereby certifies that it complies with its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H, its Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii), its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§ 52.17 and 52.32, its obligations to pay regulatory fees under 47 CFR § 1.1154, and its 911 obligations under 47 CFR part 9.

F. § 52.15(g)(3)(i)(F)

TelNet Worldwide certifies that it has the financial, managerial, and technical expertise to provide reliable service. It is financially stable, led by a strong, experienced management team with substantial managerial experience in the telecommunications industry, and has sufficient technical expertise and infrastructure in place to provide reliable numbering services. TelNet Worldwide's key management and technical personnel are listed below. None of the identified personnel are being or have been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

Key Personnel:

President - Mark Iannuzzi

COO - Rick Riordan

Vice Presidents - Doug Black (VP of Operations) & Mark Wajer (VP of Engineering)

Director - Jon Kopczyk (Service Delivery)

G. § 52.15(g)(3)(i)(G)

TelNet Worldwide hereby certifies that no party to this application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)

As required by Section 52.15(g)(3)(iv), TelNet Worldwide will maintain the accuracy of all contact information and certifications in this application and will file a correction with the Commission and each applicable state within 30 days of any changes. TelNet Worldwide will also furnish accurate regulatory and numbering contact information to each state commission when requesting numbers in that state.

III. CONCLUSION

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, TelNet Worldwide respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,



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And

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Madison Heights, MI 48071
248-485-1004

March 30, 2021

Exhibit A

**AGREEMENT BETWEEN TELNET WORLDWIDE, INC.
AND CARRIER PARTNER**

(Confidential exhibit submitted separately)

Exhibit B

**INTERCONNECTION AGREEMENT BY AND
BETWEEN CARRIER PARTNER
AND
THE OHIO BELL TELEPHONE COMPANY
D/B/A AT&T OHIO**

AT&T Wholesale Agreement

Contract Number: 19054



Customer Name: Peerless Network

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CLEC Agreement with:
Peerless Network

INTERCONNECTION AND/OR RESALE AGREEMENT
UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between one or more of the AT&T Inc. owned ILECs: BellSouth Telecommunications, Inc. 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, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, (only to the extent that the agent for each such AT&T-owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) and Peerless Network of Connecticut, LLC, Peerless Network of Florida, LLC, Peerless Network of Georgia, LLC, Peerless Network of Indiana, LLC, Peerless Network of North Carolina, LLC, Peerless Network of Nevada, LLC, Peerless Network of Ohio, LLC, Peerless Network of Tennessee LLC, and Peerless Network of Texas, LLC ("CLEC" also referenced as "Peerless Network"), (Connecticut, Florida, Georgia, Indiana, North Carolina, Nevada, Ohio, Tennessee, and Texas Limited Liability Companies), shall apply to the States of Connecticut, Florida, Georgia, Indiana, North Carolina, Nevada, Ohio, Tennessee and Texas.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of 251(c)(3) Unbundled Network Elements purchased from other entity(ies) and the Resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon Points of Interconnection to provide Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the state or states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of the AT&T Inc. entities, hereinafter referred to as, BellSouth Telecommunications, Inc. 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, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the Incumbent Local Exchange Carrier(s) and CLEC, a Competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to 251(c)(3) Unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide **AT&T-22STATE** with ninety (90) calendar days advance written Notice of any CLEC to CLEC Mass Migration. CLEC's written Notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection Service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

- 7.5.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for Interconnection) will apply as specified in the Pricing Schedule to the acquiring CLEC's agreement. The acquiring CLEC shall also submit a new Operator Services Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates specified in the Pricing Schedule to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

7.6 Project Coordination:

- 7.6.1 **AT&T-22STATE** will provide project management support to effectuate changes of the types identified in Section 7.5 above.
- 7.6.2 **AT&T-22STATE** will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should **AT&T-22STATE**'s most current version of LSOR or ASOR guidelines not support the required order activity, **AT&T-22STATE** will issue service orders at the manual rate, as specified in the Pricing Schedule to this Agreement, based upon type of service provided, and on the condition that CLEC provides to **AT&T-22STATE** any and all information **AT&T-22STATE** reasonably requests to effectuate such changes.

7.7 Referral Announcement

- 7.7.1 When an End User changes its service provider from **AT&T-22STATE** to CLEC or from CLEC to **AT&T-22STATE** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the End User's new telephone number in accordance with any applicable state laws, rules and tariffs.

8.0 **Effective Date, Term and Termination**

8.1 Effective Date:

- 8.1.1 In **AT&T-22STATE**, with the exception of **AT&T OHIO**, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In **AT&T OHIO**, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.

8.2 Term:

- 8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 19, 2012 (the "Initial Term").

8.3 Termination for Nonperformance or Breach:

- 8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.

- 8.3.2 If, at any time during the term of this Agreement, **AT&T-22STATE** is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then **AT&T-22STATE** may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices section hereof.

8.4 Termination of Agreement after initial term expiration:


- 8.4.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing "Notice of Termination" to **AT&T-22STATE** at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival 40.1 below of this GTC.
- 8.4.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.
- 8.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration," CLEC shall have ten (10) calendar days to provide **AT&T-22STATE** written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with **AT&T-22STATE** or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with **AT&T-22STATE**, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with **AT&T-22STATE** under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
- 8.4.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement **AT&T-22STATE** shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. **AT&T-22STATE**'s obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration with **AT&T-22STATE**'s consent, **AT&T-22STATE** may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in **AT&T-22STATE**'s then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.
- 8.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 8.4.4 above, then upon written Notice to CLEC by **AT&T-22STATE**, **AT&T-22STATE** may continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in **AT&T-22STATE**'s then current Generic found at the AT&T CLEC Online website. At any time thereafter, the Parties may initiate negotiations for a new agreement by providing a written Notice under Section 252 to the other Party.

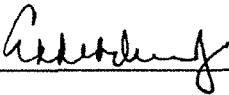
9.0 End User Fraud

- 9.1 **AT&T-22STATE** shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll, ported numbers, and ABT.
- 9.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 9.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 9.1 above will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

Peerless Network of Connecticut, LLC,
Peerless Network of Florida, LLC, Peerless
Network of Georgia, LLC, Peerless Network of
Indiana, LLC, Peerless Network of North
Carolina, LLC, Peerless Network of Nevada,
LLC, Peerless Network of Ohio, LLC, Peerless
Network of Tennessee, LLC, and Peerless
Network of Texas, LLC

BellSouth Telecommunications, Inc. d/b/a
AT&T Florida, AT&T Georgia, AT&T North
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, The Ohio Bell Telephone
Company d/b/a AT&T Ohio, The Southern New
England Telephone Company d/b/a AT&T
Connecticut, Southwestern Bell Telephone
Company d/b/a AT&T Texas by AT&T
Operations, Inc., its authorized agent

By: 
Name: Scott Kelly
Title: ERP Operations
Date: 5/8/09

By: 
Name: Eddie A. Reed, Jr.
Title: Director-Interconnection Agreements
Date: 5-19-09

RESALE OCN

UNE OCN

SWITCH BASED OCN

CONNECTICUT	_____	_____
FLORIDA	_____	_____
GEORGIA	_____	_____
INDIANA	_____	_____
NEVADA	_____	_____
NORTH CAROLINA	_____	_____
OHIO	_____	_____
TENNESSEE	_____	_____
TEXAS	_____	_____
ACNA	<u>OPF</u>	_____

<u>902E</u>

<u>909E</u>

<u>279F</u>

<u>408F</u>

<u>350F</u>

<u>284F</u>

<u>276F</u>

<u>177F</u>