

August 27, 2019  
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 Ton80 Communications, LLC; *Application of Ton80 Communications, LLC for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 19-*

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, Ton80 Communications, LLC ("Ton80 Communications") hereby submits its application requesting authorization to obtain numbering resources.

Ton80 Communications respectfully requests that, pursuant to Sections 0.457 and 0.459 of the Commission's rules, 47 C.F.R. §§ 0.457 and 0.459, 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").<sup>1</sup> Ton80 Communications is voluntarily providing this information, "of a kind that would not customarily be released to the public"; therefore, this information is "confidential" under FOIA<sup>2</sup>. Moreover, Ton80 Communications would suffer substantial competitive harm if this information were disclosed.<sup>3</sup>

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

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<sup>1</sup> 5 U.S.C. § 552(b)(4).

<sup>2</sup> See *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992).

<sup>3</sup> See *National Parks and Conservation Ass'n v. Morton*, 498 F.2d 765 (D.C. Cir. 1974).

In support of this request and pursuant to Section 0.459(b) of the Commission's rules<sup>4</sup>, Ton80 Communications hereby states as follows:

**1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT.<sup>5</sup>**

Ton80 Communications seeks confidential treatment of Exhibit A to the enclosed application.

**2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.<sup>6</sup>**

Ton80 Communications is submitting as Exhibit A the agreement between it and its carrier partner, as proof of Ton80 Communications' facilities readiness as required by Section 52.15(g)(3)(i)(D) of the Commission's rules.

**3. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION IS COMMERCIAL OR FINANCIAL, OR CONTAINS A TRADE SECRET OR IS PRIVILEGED.<sup>7</sup>**

The information for which Ton80 Communications seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors"<sup>8</sup>. Exhibit A describes the agreement between Ton80 Communications and its carrier partner and contains proprietary commercial information concerning Ton80 Communications' network, customers, and services.

**4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERN'S A SERVICE THAT IS SUBJECT TO COMPETITION.<sup>9</sup>**

Exhibit A contains information relating to commercial matters that could be used by competitors to Ton80 Communications' disadvantage. Ton80 Communications has numerous competitors in the Voice over Internet Protocol ("VoIP") services sector in which it operates. Detailed operations and commercial information of the type provided by Ton80 Communications could compromise Ton80 Communications' position in this highly competitive industry. Release would therefore result in substantial competitive harm to Ton80 Communications.

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<sup>4</sup> 47 C.F.R. § 0.459(b).

<sup>5</sup> 47 C.F.R. § 0.459(b)(1).

<sup>6</sup> 47 C.F.R. § 0.459(b)(2).

<sup>7</sup> 47 C.F.R. § 0.459(b)(3).

<sup>8</sup> 47 C.F.R. § 0.457(d)(2).

<sup>9</sup> 47 C.F.R. § 0.459(b)(4).

**5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM<sup>10</sup>**

Competitors could use Ton80 Communications' proprietary commercial and operational information to Ton80 Communications' detriment as they would gain access to sensitive information about how Ton80 Communications provides services as well as about Ton80 Communications' commercial agreements with others in the market that are not normally disclosed to the public.

**6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE.<sup>11</sup>**

Ton80 Communications has not distributed the information in Exhibit A to the public.

**7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES.<sup>12</sup>**

Ton80 Communications has not previously disclosed the information in Exhibit A.

**8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE.<sup>13</sup>**

Ton80 Communications requests that Exhibit A be treated as confidential for a period of ten years. This period is necessary due to the proprietary nature of the information in Exhibit A.

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<sup>10</sup> 47 C.P.R. § 0.459(b)(5).

<sup>11</sup> 47 C.P.R. § 0.459(b)(6).

<sup>12</sup> 47 C.F.R. § 0.459(b)(7).

<sup>13</sup> 47 C.F.R. § 0.459(b)(8).

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**9. OTHER INFORMATION THAT TON80 COMMUNICATIONS BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.<sup>14</sup>**

The information concerns Ton80 Communications' proprietary network information, related to current and planned commercial and operational information, and as such, is commercially sensitive.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3004 or via email to nfernandez@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/Nelson Fernandez

Nelson Fernandez  
Consultant

cc: Brett Mingo – Ton80 Communications  
tms: FCx1901

NF/mp

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<sup>14</sup> 47 C.F.R. § 0.459(b)(9).

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

*In the Matter of* )  
 )  
Ton80 Communications, LLC )  
 ) WC Docket No. 19-\_\_\_\_\_  
For Authorization to Obtain Numbering )  
Resources Pursuant to Section 52.15(g) of  
The Commission's Rules

**APPLICATION OF TON80 COMMUNICATIONS, LLC  
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

Ton80 Communications, LLC (“Ton80 Communications”), 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*,<sup>1</sup> 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. Ton80 Communications hereby requests the Commission grant it that authorization. In support of this application, Ton80 Communications provides the following information:

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

**A. § 52.15(g)(3)(i)(A)**

Name:	Ton80 Communications, LLC
Address:	213 South Main Street
City:	Anderson
State:	South Carolina
ZIP Code:	29642
Telephone:	(864) 225-3212

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

Contact for Regulatory Requirements, Compliance, 911 and Law Enforcement:

Name: Bret Mingo  
Address: 213 South Main Street  
City: Anderson  
State: South Carolina  
ZIP Code: 29642  
Telephone: (864) 225-3212  
Facsimile: N/A

**B. § 52.15(g)(3)(i)(B)**

Ton80 Communications 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. Ton80 Communications 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 states of Illinois, Nevada and Texas.

**C. § 52.15(g)(3)(i)(C)**

Ton80 Communications 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)**

Ton80 Communications hereby sets forth its capability to provide service within 60 days of the numbering resources activation date.

To demonstrate its facilities readiness, Ton80 Communications 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 over 10 years LNP experience. Ton80 Communications has an agreement in place

with a CLEC partner to route traffic to the ILECs. Ton80 Communications has attached to this application, as *Exhibit A*, an agreement between Ton80 Communications and its carrier partner providing that the carrier partner will host Ton80 Communications' numbers on its switches and provide connectivity to the PSTN for inbound calls to Ton80 Communications numbers. Ton80 Communications has requested confidential treatment under the Commission's rules for *Exhibit A*. Also attached, as *Exhibit B*, is evidence of interconnection agreements between Ton80 Communications' carrier partner and local exchange carriers in the states of Illinois, Nevada, and Texas.

**E. § 52.15(g)(3)(i)(E)**

Ton80 Communications 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)**

Ton80 Communications 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. Ton80 Communications' 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 – Robert Beaty  
Vice President – Bret Mingo  
Technical Consultant – Glen Dalgliesh

**G. § 52.15(g)(3)(i)(G)**

Ton80 Communications 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), Ton80 Communications 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. Ton80 Communications 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, Ton80 Communications respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,

Nelson Fernandez, Inteserra Consulting Group  
Consultant to Ton80 Communications, LLC  
(407) 740-3004  
[nfernandez@inteserra.com](mailto:nfernandez@inteserra.com)

And

Bret Mingo, Vice President  
Ton80 Communications, LLC  
213 South Main Street  
Anderson, SC 29642  
(864) 225-3212

August 27, 2019

**Exhibit A**

**AGREEMENT BETWEEN TON80 COMMUNICATIONS,  
LLC, AND CARRIER PARTNER**

**(Confidential exhibit submitted separately)**

**Exhibit B**

***(for each state listed)***

**INTERCONNECTION AGREEMENTS BY AND  
BETWEEN CARRIER PARTNER  
AND**

**ILLINOIS BELL TELEPHONE CO.  
D/B/A AT&T ILLINOIS**

**AND**

**NEVADA BELL TELEPHONE CO.  
D/B/A AT&T NEVADA**

**AND**

**CENTRAL TELEPHONE CO.  
D/B/A CENTURYLINK**

**AND**

**AT&T TEXAS**

**AND**

**GTE SOUTHWEST INC. D/B/A VERIZON SOUTHWEST  
N/K/A FRONTIER**

**INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252  
OF THE  
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement is being entered into by and between Illinois Bell Telephone Company<sup>1</sup> d/b/a AT&T Illinois ("AT&T Illinois"), and Peerless Network of Illinois, LLC ("CLEC" or "Requesting Carrier"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

**RECITALS**

**WHEREAS**, pursuant to Section 252(i) of the Act, CLEC has requested to adopt that certain Interconnection Agreement by and between AT&T Illinois and Globalcom, Inc. for the State of Illinois, which was approved by the Illinois Commerce Commission ("the Commission") under Section 252(e) of the Act on August 8, 2001 in docket number 01-0437, including any Commission approved amendments to such agreement (collectively the "Adopted Agreement"), which is incorporated herein by reference; and

**WHEREAS**, AT&T Illinois has agreed to make available to CLEC the Adopted Agreement for adoption in exchange for CLEC's agreement, in conjunction with its adoption of the Adopted Agreement, to amend such agreement to conform it to governing law; and

**WHEREAS**, the amendment(s) the Parties have agreed to on a negotiated basis to conform the Adopted Agreement to governing law, along with any other voluntarily negotiated provisions which are also set forth in this Interconnection Agreement (collectively "the MFN Agreement"), are all incorporated herein by this reference and are attached hereto and will be submitted to the Commission for approval; and

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Illinois hereby agree as follows:

**1.0 Incorporation of Recitals and Adopted Agreement by Reference**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of the MFN Agreement.
- 1.2 Except as expressly stated herein, the Adopted Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission-approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

**2.0 Modifications to Adopted Agreement**

- 2.1 References in the Adopted Agreement to "Carrier", or "CLEC," or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC as defined herein.
- 2.2 References in the Adopted Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of the MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, the MFN Agreement shall expire on August 19, 2003.
- 2.3 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to CLEC under the MFN Agreement at the following address:

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<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Dan Meldazis/Director Regulatory
STREET ADDRESS	225 W Washington St, Rm 1285
CITY, STATE, ZIP CODE	Chicago, IL 60606
FACSIMILE NUMBER	312-506-0931

- 2.4 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to AT&T Illinois under the MFN Agreement at the following address:

NOTICE CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 <sup>th</sup> Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

### 3.0 Clarifications

- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Adopted Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
- 3.2 It is AT&T Illinois' position that the MFN Agreement, and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement, and that all of such provisions are integrally related and non-severable.

Peerless Network of Illinois, LLC

By: John Barnicle

Printed: JOHN BARNICLE

Title: PRESIDENT & CEO  
(Print or Type)

Date: 3/25/05

Illinois Bell Telephone Company d/b/a AT&T Illinois by  
AT&T Operations, Inc., its authorized agent

By: Eddie A. Reed, Jr.

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 3.31.09

SWITCH BASED OCN # 063E

ACNA: OPF

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

Dated as of February \_\_\_\_\_, 2001<sup>1</sup>

by and between

AMERITECH ILLINOIS,

and

GLOBALCOM, INC.

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<sup>1</sup> See footnotes on signature page.

## **INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is dated as of the \_\_\_\_\_ day of February, 2001 (the "Effective Date"), by and between Ameritech Illinois, Inc., an Illinois corporation with offices at 225 W. Randolph, Chicago, IL. 60606 ("Ameritech") and Globalcom, Inc., an Illinois corporation with offices at 333 W. Wacker Dr. Chicago, Illinois 60606 ("Requesting Carrier").

### **RECITALS**

A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Illinois.

B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within Illinois.

C. Requesting Carrier has been granted or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Service or any other services hereunder, will have been granted authority to provide certain local Telephone Exchange Services within Illinois and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective Customers may communicate with each other over, between and through such networks and facilities.

E. 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 Telecommunications Services as required by the Act as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Requesting Carrier and Ameritech hereby agree as follows:

### **ARTICLE I DEFINITIONS AND CONSTRUCTION**

**I.1 Structure.** This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

#### **XX.4 Ownership.**

XX.4.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

XX.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

XX.4.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

### **ARTICLE XXI TERM AND TERMINATION**

**XXI.1 Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until and including August 19, 2003 (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a “**Renewal Term**”; “**Renewal Term**” and “**Initial Term**” sometimes collectively referred to herein as the “**Term**”) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

**XXI.2 Renegotiation of Certain Terms.** Notwithstanding anything to the contrary in Section 21.1, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of any or all of the rates, prices, charges, terms, and conditions of the products and services described in this Agreement, with such resulting rates, prices, charges, terms and conditions to be effective upon expiration of the Term. Upon receipt of notice, each Party shall have a good faith obligation to engage in such negotiations. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If prior to the expiration of the Term, the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions, or the Commission has not issued its order to establish such provisions, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to the expiration date of such Term.

**XXI.3 Default.** When a Party believes that the other Party is in violation of a material term or condition of this Agreement (“**Defaulting Party**”), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 27.3 and it shall be resolved in accordance with the procedures established in Section 27.3.

**XXI.4 Payment Upon Expiration or Termination.** In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

## **ARTICLE XXII DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

## **ARTICLE XXIII SEVERABILITY**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

## **ARTICLE XXIV**

# **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.



## General Terms and Conditions/AT&amp;T-22STATE

Signature Page 1 of 1

Peerless Network

Version: 3Q08 - CLEC ICA 1222/08

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

By:

Name:

Title:

Date:

RESALE OCN

UNE OCN

CONNECTICUT

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FLORIDA

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GEORGIA

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INDIANA

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NEVADA

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NORTH CAROLINA

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OHIO

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TENNESSEE

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TEXAS

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ACNA

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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: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date:

## SWITCH BASED OCN

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**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT**

**FOR THE**

**STATE**

**OF**

**NEVADA**

**Peerless Network of Nevada, LLC**

**and**

**Central Telephone Company d/b/a CenturyLink**

This Interconnection Agreement ("Agreement"), dated and effective August 26, 2011, is entered into by and between Peerless Network of Nevada, LLC, a Nevada CLEC ("Peerless"), and Central Telephone Company d/b/a CenturyLink, a Nevada ILEC ("CenturyLink"). CenturyLink and Peerless are collectively referred to herein as "the Parties" to establish the rates, terms and conditions for interconnection and the exchange of traffic for the state of Nevada.

**NOW THEREFORE**, the Parties agree as follows:

**1. ADOPTED AGREEMENT**

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement for the state of Nevada entered into by and between TCG Los Angeles, Inc. and CenturyLink (then known as Embarq), dated July 16, 2009 ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement.
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 This Agreement shall supersede and replace in full any and all prior agreements, written and oral, between Peerless and CenturyLink pertaining to the subject matter hereof, applicable to the state of Nevada.

**2. PARTIES**

For the purposes of this Agreement, Peerless is hereby substituted in the Adopted Agreement for TCG Los Angeles, Inc. and CenturyLink shall remain as the other Party to the Adopted Agreement.

***CenturyLink – Peerless Network  
Interconnection Agreement - NV***

### **3. PROVISIONS**

- 3.1 The Terms of the Adopted Agreement are being adopted by Peerless pursuant to its statutory rights under Section 252(i). CenturyLink does not provide these Terms to Peerless as either a voluntary or negotiated agreement. The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Peerless's 252(i) election.
- 3.2 The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
- 3.3 CenturyLink reserves the right to deny to Peerless any obligation under or application of the adopted Terms, in whole or in part, at any time:
  - (a) when the costs of providing the Terms to Peerless are greater than the costs of providing it to the original signatory carrier;
  - (b) if the provision of the Terms to Peerless are not technically feasible; and/or to the extent Peerless already has an existing interconnection agreement (or existing 252(i) adoption) with CenturyLink and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).
- 3.4 Should any such condition occur, CenturyLink will notify Peerless in writing and CenturyLink and Peerless agree to work towards any mutually agreeable alternative or resolution.
- 3.5 Should Peerless attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

### **4. EFFECTIVE DATE AND TERM**

- 4.1 This Agreement has an Effective Date of August 26, 2011, but becomes effective only upon execution by both Parties and, if required, Commission approval. If there is initiation of a new account, any new provision of service or obligation, or any revision to currently existing services or obligations, shall not take effect for 60 days to accommodate required initial processes.
- 4.2 The Initial Term of this Agreement shall be from the Effective Date through March 31, 2014.

### **5. NOTICES**

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

*CenturyLink – Peerless Network  
Interconnection Agreement - NV*

**If to Peerless:**

Dan Meldazis  
Director Regulatory Affairs  
Peerless Network of Nevada  
222 S. Riverside Plaza, STE 2730  
Chicago, IL 60602  
  
dmeldazis@peerlessnetwork.com  
312-506-0933

**If to CenturyLink:**

CenturyLink  
Director Wholesale Contracts  
930 15th Street, 6th Floor  
Denver, CO 80202  
  
intagree@centurylink.com  
303-672-2879

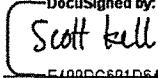
**Copy to:**

CenturyLink Law Department  
Associate General Counsel,  
Interconnection  
1801 California Street, 9th Floor  
Denver, CO 80202

Legal.Interconnection@centurylink.com  
303-383-6553

**IN WITNESS WHEREOF**, Peerless and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

**Peerless Network of Nevada, LLC**

By:   
\_\_\_\_\_  
Name: Scott Kell  
Title: EVP Operations  
Date: 8/25/2011

**Central Telephone Company d/b/a CenturyLink**

By:   
\_\_\_\_\_  
Name: L.T. Christensen  
Title: Director – Wholesale Contracts  
Date: 8/25/2011

Voice | Data | Internet | Wireless | Entertainment

RECEIVED  
PUBLIC UTILITIES COMMISSION  
OF NEVADA LAS VEGAS

09 SEP 17 PM 1:43



Embarq  
Mailstop: NVLSVB0226  
330 S. Valley View Blvd.  
Las Vegas, NV 89107  
embarq.com

September 17, 2009

Ms. Crystal Jackson  
Commission Secretary  
Public Utilities Commission of Nevada  
1150 East William Street  
Carson City, Nevada 89701-3109

Re: In re Joint Petition of Central Telephone Company dba Embarq  
and TCG Los Angeles, Inc. for approval of the Interconnection,  
Collocation and Resale Agreement for the State of Nevada  
pursuant to Section 252 of the Telecommunications  
Act of 1996.

Dear Ms. Jackson:

Enclosed for filing is a Petition for Approval of the Interconnection, Collocation and Resale Agreement for the State of Nevada under Sections 251 and 252 of the Telecommunications Act of 1996 between Central Telephone Company dba Embarq ("Embarq") and TCG Los Angeles, Inc. Embarq and TCG Los Angeles, Inc. submit the Agreement for the Commission's approval pursuant to Section 252(e) of the Telecommunications Act of 1996. Also enclosed is a check in the amount of \$200 to cover the filing fee.

If you have any questions, please contact Scott Collins at (702) 244-7706 or myself at (702) 244-7318. Thank you for your assistance.

Very truly yours,

Linda Stinar  
Director Regulatory Affairs

LCS:sc

Enclosures

Cc: David Hammock

**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

In re Joint Petition of Central Telephone Company dba Embarq )  
and TCG Los Angeles, Inc. for approval of the Interconnection, )  
Collocation and Resale Agreement for the State of Nevada )  
pursuant to Section 252 of the Telecommunications Act of 1996. ) Docket No. 09-

**PETITION FOR APPROVAL OF THE INTERCONNECTION, COLLOCATION AND  
RESALE AGREEMENT FOR THE STATE OF NEVADA UNDER SECTIONS 251 AND  
252 OF THE TELECOMMUNICATIONS ACT OF 1996**

Central Telephone Company dba Embarq ("Embarq") and TCG Los Angeles, Inc. (collectively referred to as the "Parties"), hereby petition the Public Utilities Commission ("PUC" or "Commission") for approval of the Interconnection, Collocation and Resale Agreement for the State of Nevada, attached hereto as Attachment A (the "Agreement").

The Parties submit the Agreement for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the "Act"). The Parties request that the Commission approve the Agreement in accordance with the requirements of Section 252(e) of the Act by determining that the grounds for rejection of such Agreement set forth in Section 252 (e)(2)(A)(i) and Section 252 (e)(2)(A)(ii) of the Act are not applicable to the Agreement. With respect to Section 252(e) (2) of the Act, the Parties assert that the Agreement does not discriminate against any telecommunications carrier not a party to the Agreement. The implementation of the Agreement is consistent with the public interest, convenience, and necessity. The Agreement does not violate any requirement of the Commission.

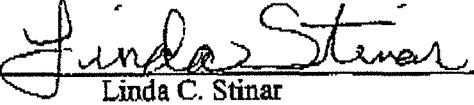
The Parties respectfully request that the Commission expeditiously approve the Agreement consistent with the intent of the Act.

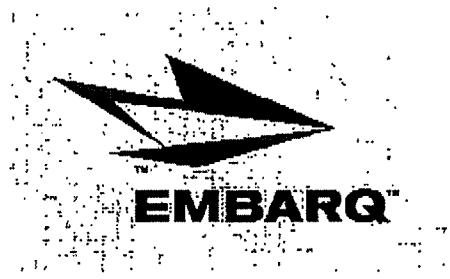
Dated this 17<sup>th</sup> day of September, 2009.

CENTRAL TELEPHONE COMPANY DBA  
EMBARQ

By:

TCG Los Angeles, Inc.  
David Hammock - Regional VP Carrier Mgmt.  
645 E. Plumb Lane  
Reno, NV 89520

  
Linda C. Stinar  
Linda C. Stinar  
Director Regulatory Affairs  
330 South Valley View Boulevard  
Las Vegas, Nevada 89107



**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT  
FOR THE STATE OF NEVADA**

**Effective Date: July 16, 2009  
End Date: July 16, 2011**

**TCG Los Angeles, Inc.**

*and*

*Central Telephone Company d/b/a Embarq*

action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules. Embarq may charge rates to CLEC under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision.

- 4.4. In the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, Embarq determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to CLEC under this Agreement, then Embarq may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) Days written notice to CLEC. Immediately upon provision of such written notice to CLEC, CLEC will be prohibited from ordering and Embarq will not provide new Discontinued Arrangements.

## 5. TERM AND TERMINATION

- 5.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of two years until July 16, 2011 ("End Date"), unless earlier terminated in accordance with this Section 5, provided however that if CLEC has any outstanding past due obligations to Embarq or any of Embarq's affiliates, this Agreement will not be effective until such time as any past due obligations with Embarq are paid in full. This agreement shall become binding upon execution by the Parties. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before CLEC has established a customer account with Embarq and has completed the Implementation Plan described in this Agreement.
- 5.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) Days after written notice thereof. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.
- 5.3. Embarq may terminate this Agreement upon ten (10) Days notice if CLEC is not exchanging traffic with Embarq or has not submitted orders pursuant to this Agreement within one-hundred-eighty (180) Days of the Effective Date. In addition, Embarq reserves the right to terminate this Agreement immediately upon notice from the CLEC that it has ceased doing business in this state. In addition to notice from CLEC, Embarq may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.
- 5.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.
- 5.5. Notwithstanding the above, should Embarq sell or trade substantially all the assets in an exchange or group of exchanges that Embarq uses to provide Telecommunications

Services, then Embarq may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) Days prior written notice.

## **6. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS**

- 6.1. No later than one-hundred sixty (160) Days prior to the End Date, CLEC will provide Embarq notice to commence negotiations pursuant to §§251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.
- 6.2. In the event that this Agreement expires under Section 5.1, CLEC has submitted a notice to commence negotiations under Section 6.1, and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under §252 of the Act or the Parties have a written agreement to continue negotiations under §252, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under Sections 5.2, 5.4, and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement, (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request, or (iii) the first anniversary of the End Date.
- 6.3. In the event that on the End Date the Parties have not executed a successor agreement and Section 6.2 does not apply or no longer applies, Embarq will continue to provide services pursuant to one of the following:
  - 6.3.1. Such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist; or
  - 6.3.2. An existing agreement between Embarq and another carrier adopted by CLEC for the remaining term of that agreement. If CLEC fails to designate an agreement under this subsection, then Embarq may designate such agreement.

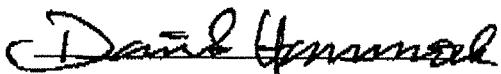
## **7. CHARGES, BILLING AND PAYMENT**

- 7.1. In consideration of the services provided by Embarq under this Agreement, CLEC shall pay the charges set forth in Part C subject to the provisions of Section 4 hereof and subject to the dispute provisions provided herein. Additional billing procedures for charges incurred by CLEC hereunder are set forth in Part J.
- 7.2. Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) Days from the bill date shown on the invoice.
  - 7.2.1. For invoices not paid when due late payment charges will be assessed under Section 7.4.
  - 7.2.2. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
  - 7.2.3. If an invoice is not paid within forty-five (45) Days after the bill date, Embarq may suspend processing new orders and cancel any pending orders.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives.

CLEC

By:



David G. Hammock

Name:

---

Title:

Regional VP- Carrier Management

Date:

6-22-09

Embarq

By:



Mike Hunsucker

Name:

---

Title:

Director – Contract Management

Date:

6-30-09

**AGREEMENT**

**by and between**

**PEERLESS NETWORK OF TEXAS LLC**

**and**

**GTE SOUTHWEST INCORPORATED, D/B/A VERIZON SOUTHWEST**

**FOR THE STATE OF**

**TEXAS**

## **AGREEMENT**

### **PREFACE**

This Agreement ("Agreement") shall be deemed effective as of April 24, 2009 (the "Effective Date"), between Peerless Network of Texas LLC ("PN"), a limited liability company organized under the laws of the State of Texas, with offices at 225 W. Washington Street, Suite 1285, Chicago, IL 60606 and GTE Southwest Incorporated, d/b/a Verizon Southwest ("Verizon"), a corporation organized under the laws of the State of Delaware with offices at 600 Hidden Ridge, HQE04H12, Irving, TX 75038 (Verizon and PN may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

### **GENERAL TERMS AND CONDITIONS**

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and PN hereby agree as follows:

#### **1. The Agreement**

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and PN.

1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

**2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until April 23, 2011 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either PN or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either PN or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either PN or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between PN and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either PN or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither PN nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

**3. Glossary and Attachments**

The Glossary and the following Attachments are a part of this Agreement:

Additional Services Attachment  
Interconnection Attachment  
Resale Attachment  
Network Elements Attachment  
Collocation Attachment  
911 Attachment  
Pricing Attachment

**4. Applicable Law**

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of  
the Effective Date.

PEERLESS NETWORK OF TEXAS LLC

By:

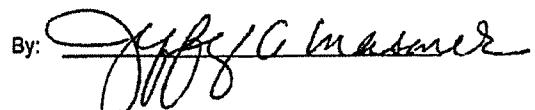


Printed: Scott Kell

Title: Chief Operating Officer

GTE SOUTHWEST INCORPORATED, D/B/A  
VERIZON SOUTHWEST

By:



Printed: Jeffrey A. Masoner

Title: Vice President - Interconnection Services