



**Sally Briar**  
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December 10, 2024

Adam J. Teitzman  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and Clear Rate Communications, LLC ("CLEC")

Mr. Teitzman:

Attached for filing and approval is an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and CLEC. The underlying agreement was filed on January 7, 2015 in Docket Number 20150025-TP.

Please contact me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in cursive script that reads "Sally Briar".

Sally Briar  
Area Manager-Regulatory Relations

Attachment

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA,  
ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,  
INDIANA BELL TELEPHONE COMPANY, LLC D/B/A AT&T INDIANA,  
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE  
OHIO BELL TELEPHONE COMPANY, LLC D/B/A AT&T OHIO BY AT&T  
SERVICES, INC.**

**AND**

**CLEAR RATE COMMUNICATIONS, LLC**

Signature: eSigned - Sam Namy

Signature: eSigned - Kristen E. Shore

Name: eSigned - Sam Namy  
 (Print or Type)

Name: eSigned - Kristen E. Shore  
 (Print or Type)

Title: CFO  
 (Print or Type)

Title: AVP- Regulatory  
 (Print or Type)

Date: 21 Nov 2024

Date: 02 Dec 2024

**Clear Rate Communications, LLC**

**BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO by AT&T Services, Inc., its authorized agent**

State	Resale OCN	ULEC OCN	CLEC OCN
FLORIDA	839D	261G	---
ILLINOIS	279B	838D	400G
INDIANA	839D	405F	---
MICHIGAN	279B	672B	279B
OHIO	839D	972E	401G

Description	ACNA Code(s)
ACNA(s)	LRI

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, ILLINOIS BELL TELEPHONE  
COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY, LLC D/B/A AT&T  
INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL  
TELEPHONE COMPANY, LLC D/B/A AT&T OHIO  
AND  
CLEAR RATE COMMUNICATIONS, LLC**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (f/k/a Illinois Bell Telephone Company d/b/a AT&T ILLINOIS), Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA (f/k/a Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA), Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO (f/k/a The Ohio Bell Telephone Company d/b/a AT&T OHIO)(collectively “AT&T”), and Clear Rate Communications, LLC (f/k/a Clear Rate Communications, Inc), is hereby amended as follows.

**WHEREAS**, AT&T and Clear Rate Communications, Inc are the parties to Interconnection Agreements in Exhibit A (the “Agreement”); and

**WHEREAS**, Clear Rate Communications, Inc has changed its name to “Clear Rate Communications, LLC”, and wishes to reflect that name change as set forth herein.

**WHEREAS**, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA has changed its name to “Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA”, and wishes to reflect that name change as set forth herein.

**WHEREAS**, The Ohio Bell Telephone Company d/b/a AT&T OHIO has changed its name to “The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO”, and wishes to reflect that name change as set forth herein.

**WHEREAS**, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS has changed its name to “Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS”, and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T and Clear Rate Communications, LLC hereby agree as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name changes on Exhibit A.
3. AT&T shall reflect that name change from “Clear Rate Communications, Inc” to “Clear Rate Communications, LLC” only for the main billing account (header card) for each of the accounts previously billed to Clear Rate Communications, Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Clear Rate Communications, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Clear Rate Communications, Inc with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, Clear Rate Communications, LLC shall operate with AT&T under the “Clear Rate Communications, LLC” name for those accounts. Such operation shall include, by way of example only, submitting orders under Clear Rate Communications, LLC, and labeling (including re-labeling) equipment and facilities with Clear Rate Communications, LLC. Any change in Carrier’s name including a change in the “d/b/a”, or due to assignment or transfer of this Agreement wherein only Carrier’s name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service

request to AT&T-21STATE to update Carrier’s name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE to update Carrier’s name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

5. The Parties agree to replace Notices from the Agreement with the following language:

**N. Notices**

N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.1.1 delivered by electronic mail (email).

N.1.2 delivered by facsimile.

N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.

N.3 Notices will be deemed given as of the earliest of:

N.3.1 the date of actual receipt.

N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient’s time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient’s time zone.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Sam Namy CFO
STREET ADDRESS	2600 W. Big Beaver Rd., Suite 450
CITY, STATE, ZIP CODE	Troy, Michigan 48084
PHONE NUMBER*	248.556.4525
FACSIMILE NUMBER	248.556.4515
EMAIL ADDRESS	snamy@clearrate.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T’s CLEC Online website

\*Informational only and not to be considered as an official notice vehicle under this Section.

- N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
- N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
- N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
6. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
11. For Florida, Illinois, Indiana, Michigan: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing.

**Exhibit A**

<b>AT&amp;T ILEC Old Legal Name ("AT&amp;T")</b>	<b>AT&amp;T ILEC New Legal Name ("AT&amp;T")</b>	<b>CLEC's Old Legal Name</b>	<b>CLEC's New Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	No change	Clear Rate Communications, Inc	Clear Rate Communications, LLC	Interconnection	1/18/2011
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Clear Rate Communications, Inc	Clear Rate Communications, LLC	Interconnection	7/26/2006
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA	Clear Rate Communications, Inc	Clear Rate Communications, LLC	Interconnection	12/2/2010
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	No change	Clear Rate Communications, Inc	Clear Rate Communications, LLC	Interconnection	10/14/2004
The Ohio Bell Telephone Company d/b/a AT&T OHIO	The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO	Clear Rate Communications, Inc	Clear Rate Communications, LLC	Interconnection	2/18/2011