



Bruce A. Ney
General Attorney-Kansas
Legal

AT&T Kansas
220 SE 6th Street, Suite 515
Topeka, Kansas 66603

T: 785.276.8413
F: 785.276.1948
bruce.ney@att.com

February 6, 2015

Ms. Shari Feist Albrecht, Chair
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

Re: Docket No. 06-SWBT-376-IAT – Application of Southwestern Bell Telephone, L.P. for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With Matrix Telecom, Inc.

Dear Ms. Feist Albrecht:

Attached via electronic filing with the Commission is the Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") previously approved between Southwestern Bell Telephone Company d/b/a AT&T Kansas and Matrix Telecom, Inc. ("Matrix") on October 26, 2005 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification changes Matrix's name to Matrix Telecom, Inc., Matrix Telecom Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom and replaces the Notices section in the current agreement. The Agreement, with this modification and the attachments incorporated therein, is an integrated package and is the result of negotiation and compromise. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. Matrix is registered as active and in good standing with the Kansas Secretary of State's office.

AT&T Kansas files this modification to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. AT&T Kansas specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this modification to the agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for Matrix is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Alex Valencia	
Sr. Director, Government Affairs & Compliance	
433 E. Las Colinas Blvd., Suite 500	
Irving, TX 75039	

Phone: 972-910-1720	
Fax: 866-418-9750	
E-mail: avalencia@impacttelcom.com	

The Commission's prompt attention to this matter would be appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce A. Ney", with a stylized flourish extending from the end.

Bruce A. Ney
General Attorney

Attachments

cc: Alex Valencia

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

Application of Southwestern Bell)	
Telephone, L.P. for Approval of)	
Interconnection Agreement Under the)	Docket No. 06-SWBT-376-IAT
Telecommunications Act of 1996 With)	
Matrix Telecom, Inc.)	

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY
FOR APPROVAL OF A MODIFICATION TO INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone Company d/b/a AT&T Kansas hereby files this Application for Approval of a Modification to the Interconnection Agreement ("the Agreement)" under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and Matrix Telecom, Inc. ("Matrix") and would respectfully show the Kansas Corporation Commission ("Commission") the following:

I. INTRODUCTION

AT&T Kansas presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on October 12, 2005 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on October 26, 2005. This modification changes Matrix's name to Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom and replaces the Notices section in the current Agreement. A copy of the executed Amendment which reflects the parties' agreement to incorporate this modification to the Agreement is attached hereto as Attachment I.

II. REQUEST FOR APPROVAL

AT&T Kansas seeks the Commission's approval of this modification to the Agreement, consistent with the provisions of the Federal Act. The implementation of this modification to the Agreement complies fully with Section 252(e) of the Federal Act because the modifications are consistent with the Commission's previous conclusion that the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

AT&T Kansas respectfully requests that the Commission grant expeditious approval of this modification to the Agreement, without change, suspension or other delay in its implementation. The Agreement, with this modification, is a bilateral agreement, reached as a result of negotiations and compromise between competitors, and the parties do not believe a docket or intervention by other parties is necessary or appropriate.

III. STANDARD FOR REVIEW

The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

Section 252(e) of the Federal Act:

(e) APPROVAL BY STATE COMMISSION

- (1) APPROVAL REQUIRED.** -- Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) GROUNDS FOR REJECTION.** -- The State Commission may only reject --

(A) an agreement (or any portion thereof)

adopted by negotiation under subsection (a)
if it finds that --

- (i) the agreement (or portion thereof)
discriminates against a
telecommunications carrier not a
party to the agreement; or
- (ii) the implementation of such
agreement or portion is not
consistent with the public interest,
convenience, and necessity . . .

The affidavit of Janet Arnold, Manager-Regulatory Relations, establishes that the modification to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

IV. KANSAS LAW

The negotiated and executed modification to the Agreement is consistent with the Kansas regulatory statutes.

V. CONCLUSION

For the reasons set forth above, AT&T Kansas respectfully requests that the Commission approve this modification to the Agreement previously approved.



BRUCE A. NEY (#15554)
220 E. Sixth Street, Room 515
Topeka, Kansas 66603-3596
(785) 276-8413
(785) 276-1948 (Facsimile)
Attorney for Southwestern Bell Telephone
Company d/b/a AT&T Kansas

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

by and between

**SOUTHWESTERN BELL TELEPHONE COMPANY
d/b/a**

AT&T KANSAS

and

MATRIX TELECOM, INC.

AMENDMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS

AND

**MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL
TELECOMMUNICATIONS AND MATRIX TELECOM, INC. D/B/A VARTEC
TELECOM**



Signature: eSigned - Doug FunschSignature: eSigned - William A. BockelmanName: eSigned - Doug Funsch
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Chief Financial Officer
(Print or Type)Title: Director

(Print or Type)

Date: 17 Dec 2014Date: 07 Jan 2015

Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a
Excel Telecommunications and Matrix Telecom,
Inc. d/b/a VarTec Telecom

Southwestern Bell Telephone Company d/b/a AT&T
KANSAS by AT&T Services, Inc., its authorized agent

Description	ACNA Code(s)
ACNA(s)	ELZ, VRT, EXL

State	CLEC OCN
KANSAS	5082, 3051, 7984, 4909, 9455, 5675

**AMENDMENT TO THE AGREEMENT
BETWEEN
MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL TELECOMMUNICATIONS,
MATRIX TELECOM, INC. D/B/A VARTEC TELECOM
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS**

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T KANSAS ("AT&T KANSAS") and Matrix Telecom, Inc. ("Matrix"). AT&T KANSAS and Matrix are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T KANSAS and Matrix are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 26, 2005 ("Matrix Agreement");

WHEREAS, AT&T KANSAS and Comtel Telcom Assets LP d/b/a Excel Telecommunications ("Excel") are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 28, 2009 ("Excel Agreement");

WHEREAS, AT&T KANSAS and Comtel Telcom Assets LP d/b/a VarTec Telecom ("VarTec") are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 28, 2009 ("VarTec Agreement");

WHEREAS, Matrix represents that it acquired the assets of Comtel Telcom Assets LP d/b/a Excel Telecommunications in Kansas, including those associated with the Excel Agreement ("Excel Assets") and Excel's ACNA and OCN;

WHEREAS, Matrix represents that it acquired the assets of Comtel Telcom Assets LP d/b/a VarTec Telecom in Kansas, including those associated with the VarTec Agreement ("VarTec Assets") and VarTec's ACNA and OCN;

WHEREAS, Matrix represents that it has authority to amend the Excel and VarTec Agreements;

WHEREAS, with Matrix's acquisition of the Excel and VarTec, Matrix desires to continue to purchase services from AT&T KANSAS under the Matrix Agreement and seeks to terminate the Excel and VarTec Agreement;

WHEREAS, AT&T KANSAS and Matrix agree to amend the Matrix Agreement to reflect the name change to Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom and add ACNAs and OCNs listed in Section 4 of this Amendment to Matrix's Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, **AT&T KANSAS** and Matrix agree to amend Matrix's Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Excel and VarTec Agreement shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, Matrix has assumed all of the liabilities and obligations of Excel and VarTec including all charges previously assessed against Excel and VarTec's ACNA and OCN prior to the Effective Date of this Amendment and shall also be responsible for all AT&T KANSAS charges associated with the products and services purchased under this Agreement, including such product and services associated with ACNA ELZ, EXL, VRT and OCN 3051, 7984, 4909, 5082, 9455, and 5675, starting on and continuing after the Effective Date.
3. The Matrix Agreement is hereby amended to reflect the name change from "Matrix Telecom, Inc." to "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom."

AMENDMENT – TERMINATE AGREEMENT, NAME CHANGE, COMPANY CODES, NOTICE/AT&T KANSAS

PAGE 2 OF 4

MATRIX

112114

- 3.1 **AT&T KANSAS** shall reflect that name change from "Comtel Telecom Assets LP d/b/a Excel Telecommunications" or "Comtel Telecom Assets LP d/b/a VarTec Telecom" to "Matrix Telecom, Inc." only for the main billing account (header card) for each of the accounts previously billed to Comtel Telecom Assets LP d/b/a Excel Telecommunications or Comtel Telecom Assets LP d/b/a VarTec Telecom. **AT&T KANSAS** shall not be obligated, whether under this Amendment or otherwise, to make any other changes to **AT&T KANSAS** records with respect to those accounts previously billed to Comtel Telecom Assets LP d/b/a Excel Telecommunications or Comtel Telecom Assets LP d/b/a VarTec Telecom, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Matrix affirms, represents, and warrants that the ACNAs and OCNs for those accounts shall not change from those previously used by Comtel Telecom Assets LP d/b/a Excel Telecommunications or Comtel Telecom Assets LP d/b/a VarTec Telecom with **AT&T KANSAS** for those accounts and the services and items provided and/or billed thereunder or under the Excel or VarTec Agreement.
- 3.2 Once this Amendment is effective, Matrix shall operate with **AT&T KANSAS** under the "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom" name for those accounts previously billed to Comtel Telecom Assets LP d/b/a Excel Telecommunications or Comtel Telecom Assets LP d/b/a VarTec Telecom. Such operation shall include, by way of example only, submitting orders under Matrix, and labeling (including re-labeling) equipment and facilities with "Matrix Telecom, Inc."
- 3.3 Matrix is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Matrix, or by **AT&T KANSAS** on behalf of Matrix, for updating billing accounts previously billed to Comtel Telecom Assets LP d/b/a Excel Telecommunications or Comtel Telecom Assets LP d/b/a VarTec Telecom.
4. The Parties agree to add the following company codes to the Agreement.

ACNA "EXL," "VRT"

OCN "7984," "4909," "9455," and "5675"

5. The Parties agree to delete and replace in its entirety Section 15 of General Terms and Conditions with the following:

15. Notices

- 15.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- 15.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
 - 15.1.2 delivered by facsimile provided CLEC and/or **AT&T KANSAS** has provided such information in Section 15.3 below.
 - 15.1.3 delivered by electronic mail (email) provided CLEC and/or **AT&T KANSAS** has provided such information in Section 15.3 below.
- 15.2 Notices will be deemed given as of the earliest of:
- 15.2.1 the date of actual receipt;
 - 15.2.2 the next Business Day when sent via express delivery service;

AMENDMENT – TERMINATE AGREEMENT, NAME CHANGE, COMPANY CODES, NOTICE/AT&T KANSAS

PAGE 3 OF 4
MATRIX
112114

- 15.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- 15.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 15.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T KANSAS.

15.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Alex Valencia Senior Director, Government Affairs & Compliance
STREET ADDRESS	433 E. Las Colinas Blvd., Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	avalencia@impacttelecom.com
NOTICE CONTACT	ADDITIONAL CLEC CONTACT
NAME/TITLE	Contracts Management
STREET ADDRESS	433 E. Las Colinas Blvd., Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1900
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	contracts@impacttelecom.com

	AT&T KANSAS CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 19 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

- 15.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 15. 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.

AMENDMENT – TERMINATE AGREEMENT, NAME CHANGE, COMPANY CODES, NOTICE/AT&T KANSAS
PAGE 4 OF 4
MATRIX
112114

15.5 **AT&T KANSAS** 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.

15.6 CARRIER may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

**BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS**

Application of Southwestern Bell)
 Telephone, L.P. for Approval of)
 Interconnection Agreement Under the) Docket No. 06-SWBT-376-IAT
 Telecommunications Act of 1996 With)
 Matrix Telecom, Inc.)

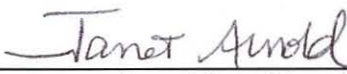
AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS)
)
 COUNTY OF SHAWNEE) ss

Before me, the Undersigned Authority, on the 6th day of February, 2015, personally appeared Janet Arnold of Southwestern Bell Telephone Company d/b/a AT&T Kansas who, upon being by me duly sworn on oath deposed and said the following:

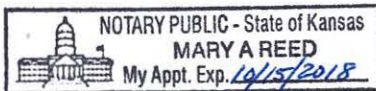
1. My name is Janet Arnold. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning the Interconnection Agreement ("the Agreement") between AT&T Kansas and Matrix Telecom, Inc. that was approved by the Commission on October 26, 2005 and the proposed modification to that Agreement.
2. This modification changes Matrix's name to Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom and replaces the Notices section in the current Agreement.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the modification to the Agreement.
4. The implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity.

5. This modification to the Agreement does not discriminate against any telecommunications carrier. The modification is available to any similarly situated local service provider in negotiating a similar agreement.
6. The negotiated and executed modification to the Agreement is consistent with Kansas law.



Janet Arnold

Subscribed and sworn to before me this 6th day of February, 2015.





Notary Public

My Commission Expires: October 15, 2018