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April 9, 2014

Ms. Kim Christiansen, Executive Director  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604-4027

Re: Docket No. 12-SWBT-182-IAT – In the Matter of the Application of  
Southwestern Bell Telephone Company for Approval of Interconnection  
Agreement Under the Telecommunications Act of 1996 With Sonic Telecom,  
LLC

Dear Ms. Christiansen:

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 Sonic Telecom, LLC on November 10, 2011 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification adds a transit traffic service attachment and replaces the notice provisions 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. Sonic Telecom, LLC 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 Sonic Telecom, LLC is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Dane Jasper	
CEO	
2260 Apollo Way	
Santa Rosa, CA 95407	

Phone: 707-522-1000	
Fax: 707-547-3403	
E-mail: dane@corp.sonic.net	

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 at the end.

Bruce A. Ney  
General Attorney

Attachments

cc: Dane Jasper

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

In the Matter of the Application of	)	
Southwestern Bell Telephone	)	
Company for Approval of	)	
Interconnection Agreement Under	)	Docket No. 12-SWBT-182-IAT
the Telecommunications Act of 1996	)	
With Sonic Telecom, LLC	)	

**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 Sonic Telecom, LLC 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 September 9, 2011 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on November 10, 2011. This modification adds a transit traffic service attachment and replaces the notice provisions 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) **GROUND 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.



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(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**

**SONIC TELECOM, LLC**

# AMENDMENT

## BETWEEN

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

## AND

SONIC TELECOM, LLC



Signature: eSigned - Dane JasperSignature: eSigned - William A. BockelmanName: eSigned - Dane Jasper  
(Print or Type)Name: eSigned - William A. Bockelman  
(Print or Type)Title: CEO  
(Print or Type)Title: Director  
(Print or Type)Date: 03 Apr 2014Date: 07 Apr 2014

Sonic Telecom, LLC

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

State	CLEC OCN
KANSAS	529G

Description	ACNA Code(s)
ACNA(s)	SQD

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
SONIC TELECOM, LLC  
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 Sonic Telecom, LLC. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended in 1996 (the "Act"), dated August 15, 2011 and as subsequently amended (the "Agreement");

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

1. The Parties agree that the terms and conditions set forth in the AT&T Transit Traffic Service Attachment, Exhibit A attached hereto shall be incorporated into the Agreement, and the provisions of Exhibit A shall apply to Transit Traffic Service provided in the State of Kansas.
2. Pricing Sheet. The Parties agree to add the Transit Traffic Service Rate(s) reflected in the AT&T Pricing Sheet that is attached hereto as Transit Traffic Service Pricing Attachment, Exhibit B.
3. The Parties agree to delete and replace in its entirety Section 20.0 of the General Terms and Conditions with the following:

**20.0      Notices**

20.1      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:

20.1.1   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.

20.1.2   delivered by facsimile provided CLEC and/or AT&T-22STATE has provided such information in Section 20.3 below.

20.1.3   delivered by electronic mail (email) provided CLEC and/or AT&T-22STATE has provided such information in Section 20.3 below.

20.2      Notices will be deemed given as of the earliest of:

20.2.1   the date of actual receipt;

20.2.2   the next Business Day when sent via express delivery service;

20.2.3   five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

20.2.4   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.

20.2.5   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-22STATE.

20.3      Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Dane Jasper CEO
STREET ADDRESS	2260 Apollo Way
CITY, STATE, ZIP CODE	Santa Rosa, CA 95407
FACSIMILE NUMBER	(707) 522-1000
PHONE NUMBER*	(707) 547-3403
EMAIL ADDRESS	None
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19 <sup>th</sup> floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
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.

20.4 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 20.0. 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.

20.5 **AT&T-22STATE** 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.

4. The Parties agree to add Section 46.0 to the General Terms and Conditions with the following:

**46.0 Joint and Several Liability**

46.1 In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CLEC's company codes or identifiers, all such entities shall be jointly and severally liable for CLEC's obligations under this Agreement.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement.

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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 be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) calendar days following approval by such Commission ("Amendment Effective Date").

# TRANSIT TRAFFIC SERVICE

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## 1.0 Introduction

- 1.1 This Transit Traffic Service Attachment ("Attachment") sets forth the rates, terms and conditions for AT&T 18STATE's Transit Traffic Service when AT&T 18STATE acts as a Transit Service Provider for CLEC. AT&T 18STATE's Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T 18STATE's End Users. Transit Traffic Service allows CLEC to exchange CLEC originated traffic with a Third Party Terminating Carrier, to which CLEC is not directly interconnected, and it allows CLEC to receive traffic originated by a Third Party Originating Carrier.
- 1.2 AT&T-18STATE's offers Transit Traffic Services to interconnected CLECs or to interconnected Out of Exchange Local Exchange Carriers.

## 2.0 Definitions

- 2.1 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.2 "Central Office Switch" means a switch, including, but not limited to an End Office Switch and a Tandem Switch.
- 2.3 "End Office" or "End Office Switch" is an AT&T-18STATE switch that directly terminates traffic to and receives traffic from end users of local Exchange Services.
- 2.4 "Exchange Service" means Telephone Exchange Service as defined in the Act.
- 2.5 "ISP-Bound Traffic", for the purposes of this Transit Traffic Service Attachment is defined as Telecommunications Traffic exchanged between CLEC's end user and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier.
- 2.6 "IntraLATA Toll Traffic" is defined as traffic exchanged between CLEC's end users and the end users of a Third Party Terminating Carrier which subtends an AT&T-18STATE Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Attachment, traffic between CLEC's end users that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the end user of a Third Party Terminating Carrier that is within the AT&T-18STATE local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.
- 2.7 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.8 "Section 251(b)(5) Traffic" means Telecommunications Traffic in which the originating End User of one Party and the terminating End User of the other Party are both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes. For Section 251(b)(5) Traffic exchanged between CLEC's end users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).
- 2.9 "Section 251(b)(5)/IntraLATA Toll Traffic" for the purposes of this Attachment means, (i) Section 251(b)(5) Traffic, and/or (ii) ISP-bound Traffic, and/or (iii) IntraLATA Toll Traffic originating from an End User obtaining local dial tone from either Party where that Party is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.
- 2.10 "Tandem" or "Tandem Switch" is an AT&T-18STATE switch used to connect Trunks between and among other Central Office Switches.
- 2.11 "Third Party Trunk Group" (AT&T SOUTHEAST REGION 8-STATE) is a trunk group between CLEC and AT&T SOUTHEAST REGION 8-STATE's Tandem that is designated and utilized to transport Traffic that neither originates with nor terminates to an AT&T SOUTHEAST REGION 8-STATE End User. All such traffic is collectively referred to as Third Party Traffic.

- 2.12 "Third Party Originating Carrier" means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits AT&T-18STATE's network and is delivered to CLEC.
- 2.13 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC uses AT&T-18STATE's Transit Traffic Service (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out of Exchange Local Exchange Carrier (OELEC)).
- 2.14 "Transit Service Provider" means AT&T-18STATE when providing its Transit Traffic Service.
- 2.15 "Transit Traffic" means traffic originating on CLEC's network that is switched and/or transported by AT&T-18STATE and delivered to a Third Party's network, or traffic originating on a Third Party's network that is switched and/or transported by AT&T-18STATE and delivered to CLEC's network. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement from AT&T-18STATE including, but not limited to; 271 Local Switching (271-LS), Local Wholesale Complete, Wholesale Local Platform Service agreement(s) is not considered a transit call for the purposes of this Agreement. Additionally, Transit Traffic may include but is not limited to, EAS calls and ELC calls but does not include traffic to/from IXCs.
- 2.16 "Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T 18STATE for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an AT&T 18STATE Tandem.
- 2.17 "Transit Traffic MOUs" means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by AT&T 18STATE.
- 2.18 "Trunk" or "Trunk Group" means the switch port interface(s) and the communication path created to connect CLEC'S network with AT&T-18STATE's network for the purpose of interconnection pursuant to the Act.

### 3.0 Responsibilities of the Parties

- 3.1 AT&T-18STATE will provide CLEC with AT&T-18STATE's Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T-18STATE is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-18STATE end user.

### 4.0 CLEC Originated Traffic

- 4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for Transit Traffic that CLEC originates. AT&T 18STATE will directly bill CLEC AT&T 18STATE's charges for CLEC-originated Transit Traffic. AT&T 18STATE will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will AT&T 18STATE pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.
- 4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with whom CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T 18STATE against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T 18STATE for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with whom CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders AT&T 18STATE to pay such Third Party Terminating Carrier for the Transit Traffic AT&T 18STATE has delivered to the Third Party Terminating Carrier, then CLEC will indemnify AT&T 18STATE for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that AT&T 18STATE may incur to collect any of the foregoing charges, interest or costs from CLEC.
- 4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to

AT&T 18STATE's network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T 18STATE identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take corrective action. If CLEC is sending CPN to AT&T 18STATE, but AT&T 18STATE is not receiving proper CPN information, then CLEC will work cooperatively with AT&T 18STATE to correct the problem. If AT&T 18STATE does not receive CPN from CLEC, then AT&T 18STATE cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless AT&T 18STATE from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that AT&T 18STATE delivers to a Third Party Terminating Carrier on behalf of CLEC.

- 4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

## 5.0 CLEC Terminated Traffic

- 5.1 CLEC shall not charge AT&T-18STATE when AT&T-18STATE provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to CLEC.

- 5.2 Where AT&T 18STATE is providing Transit Traffic Service to CLEC, AT&T 18STATE will pass the CPN received from the Third Party Originating Carrier to CLEC. If AT&T 18STATE does not receive CPN from the Third Party Originating Carrier, then AT&T 18STATE cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless AT&T 18STATE from any and all Losses arising from or related to the lack of CPN in this situation. If AT&T 18STATE or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with AT&T 18STATE and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T 18STATE or CLEC is not properly receiving the information, then CLEC will work cooperatively with AT&T 18STATE and the Third Party Originating Carrier to correct the problem.

- 5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T 18STATE, as the Transit Service Provider, is not obligated to pay CLEC for such Transit Traffic, and AT&T 18STATE is not to be deemed as the default originator of such Transit Traffic or be considered as the default originator.

## 6.0 Transit Traffic Trunk Groups

- 6.1 AT&T-10STATE - Facilities and trunking (ordering, provisioning, servicing, etc) used to route Section 251(b)(5) traffic pursuant to CLEC's Interconnection Agreement(s), will also be utilized for the routing of Transit Traffic.

- 6.2 AT&T SOUTHEAST REGION 8-STATE – Facilities and trunking (ordering, provisioning, servicing, etc.) pursuant to CLEC's Interconnection Agreement(s) for Transit Trunk Groups or Third Party Trunk Groups will be utilized for the routing of Transit Traffic.

- 6.3 Transit Traffic not routed to the appropriate AT&T-18STATE Tandem shall be considered misrouted. Transit Traffic routed by CLEC through any AT&T 18STATE End Office Switch shall be considered misrouted. Upon written notification from AT&T 18STATE of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.

## 7.0 Direct Trunking Requirements

- 7.1 When Transit Traffic from CLEC through the AT&T-18STATE Tandem to another Local Exchange Carrier, CLEC or wireless carrier requires twenty-four (24) or more trunks, upon AT&T-18STATE written request, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within sixty (60) calendar days. CLEC shall route Transit Traffic via AT&T-18STATE's Tandem switches, not through any AT&T-18STATE End Offices. Once this trunk group has been established, CLEC agrees to cease routing Transit Traffic through the AT&T-18STATE Tandem to the Third Party Terminating Carrier, unless the Parties mutually agree otherwise.

## 8.0 Transit Traffic Rate Application

8.1 Unless otherwise specified, Transit Traffic Services rates apply to all Minutes of Use ("MOU" or "MOUs") when CLEC sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-18STATE's tandem switch where an AT&T-18STATE end user is neither the originating nor the terminating Party. CLEC agrees to compensate AT&T-18STATE operating as a Transit Service Provider at the applicable rates set forth in Transit Traffic Service Appendix Pricing.

8.1.1 Transit Rate Elements – the following rate elements apply, (the corresponding rates are specified in Transit Traffic Service Appendix Pricing, attached hereto):

### 8.1.1.2 AT&T-10 STATE

8.1.1.2.1 Tandem Switching - compensation for the use of tandem switching.

8.1.1.2.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.

### 8.1.1.4 AT&T SOUTHEAST REGION 8-STATE

8.1.1.4.1 Local Intermediary Charge (LIC) - charge for Transit Service on a per MOU basis

8.2 AT&T SOUTHEAST REGION 8-STATE Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with AT&T SOUTHEAST REGION 8-STATE shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.3 AT&T SOUTHEAST REGION 8-STATE CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T SOUTHEAST REGION 8-STATE as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

## 9.0 Reservation of Rights/Intervening Law

9.1 In entering into this Agreement and this Attachment, each Party agrees to abide by and honor the rates, terms, conditions set forth in this Agreement and this Attachment without challenging its provisions throughout the Term of this Agreement.

PRICING SHEETS  
TRANSIT TRAFFIC SERVICE PRICING ATTACHMENT  
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	KS	Transit Traffic Service	Transit Rate (Zone 1 - Rural)		ZZUTN	1	\$0.001027	NA	NA	per minute of use
2	KS	Transit Traffic Service	Transit Rate (Zone 2 - Suburban)		ZZUTN	2	\$0.000981	NA	NA	per minute of use
2	KS	Transit Traffic Service	Transit Rate (Zone 3 - Metro)		ZZUTN	3	\$0.000953	NA	NA	per minute of use

BEFORE THE KANSAS CORPORATION COMMISSION  
OF THE STATE OF KANSAS

In the Matter of the Application of                    )  
Southwestern Bell Telephone                        )  
Company for Approval of                            )  
Interconnection Agreement Under                ) Docket No. 12-SWBT-182-IAT  
the Telecommunications Act of 1996               )  
With Sonic Telecom, LLC                            )

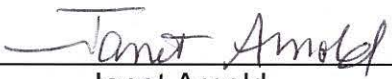
AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS            )  
                                      )           ss  
COUNTY OF SHAWNEE    )

Before me, the Undersigned Authority, on the 9th day of April, 2014, 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 Sonic Telecom, LLC that was approved by the Commission on November 10, 2011 and the proposed modification to that Agreement.
2. This modification adds a transit traffic service attachment and replaces the notice provisions 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 9th day of April, 2014.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: *October 15, 2014*