



Bruce A. Ney
AVP – Senior Legal Counsel

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June 9, 2022

Ms. Lynn M. Retz
Secretary to the Commission
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

Re: Docket No. 06-SWBT-371-IAT – In the Matter of the Application of Southwestern Bell Telephone, L.P. for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With ACN Communications Services, Inc.

Dear Ms. Retz:

Attached, via electronic filing with the Commission, is AT&T Kansas' Application for Approval of an Amendment to Interconnection Agreement. The Application seeks approval of an amendment to the interconnection agreement between Southwestern Bell Telephone Company d/b/a AT&T Kansas and ACN Communication Services, LLC ("ACN") approved by the Commission on October 24, 2005, in the above-captioned docket (hereinafter "the Agreement"). Also attached is the supporting Affidavit of Sally A. Briar, Area Manager-Regulatory Relations.

This proposed amendment: replaces language on Data Connection Security Requirements in the Agreement's OSS Attachment; amends the Agreement to reflect the correct name of ACN; and, revises the Notices provision in the current Agreement. The Agreement, with this proposed amendment 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. ACN is registered as active and in good standing with the Kansas Secretary of State's office.

AT&T Kansas files this proposed amendment 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 amendment 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 amendment to the Agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for ACN is listed below.

ACN Officer Name:	Additional Contact Name for Notice:
John Dunne	
Carrier Relations Specialist	
1100 Progress Place	
Concord, NC 28025	
Phone: 704-260-3000	
Fax:	
E-mail: legalnotices@acninc.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". The signature is fluid and cursive, with the first name "Bruce" and last name "Ney" clearly distinguishable.

Bruce A. Ney
AVP – Senior Legal Counsel

Attachments

cc: John Dunne

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

In the Matter of the Application of)	
Southwestern Bell Telephone, L.P. for)	
Approval of Interconnection Agreement)	
Under the Telecommunications Act of)	Docket No. 06-SWBT-371-IAT
1996 With ACN Communications)	
Services, Inc.)	

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY
FOR APPROVAL OF AN AMENDMENT TO INTERCONNECTION AGREEMENT**

COMES NOW Southwestern Bell Telephone Company d/b/a AT&T Kansas and hereby files its Application for Approval of an Amendment to the Interconnection Agreement under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and ACN Communication Services, LLC ("ACN"). In support of its Application, AT&T Kansas shows the Kansas Corporation Commission ("Commission") the following:

I. BACKGROUND

1. On October 24, 2005, the Commission issued its order approving an Interconnection Agreement between AT&T Kansas and ACN (the "Agreement") in the above captioned proceeding.

II. REQUEST FOR APPROVAL

2. AT&T Kansas requests the Commission's approval of the proposed amendment to the Agreement, consistent with the provisions of the Federal Act. The proposed amendment: replaces language on Data Connection Security Requirements in the OSS Attachment in the Agreement; amends the Agreement to reflect the correct name of ACN; and, updates the Notice provision in the Agreement. A copy of the executed amendment is attached hereto as Attachment I and incorporated herein by this reference.

3. The implementation of the amendment to the Agreement complies fully with Section 252(e) of the Federal Act as 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.

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

III. STANDARD FOR REVIEW

5. 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 . . .

6. The affidavit of Sally A. Briar, Area Manager-Regulatory Relations, establishes that the amendment to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

IV. KANSAS LAW

7. The proposed amendment to the Agreement is consistent with Kansas law.

V. CONCLUSION

8. For the reasons set forth above, AT&T Kansas respectfully requests an Order of the Commission approving its Application and the amendment to the Agreement.

Respectfully submitted,



BRUCE A. NEY (#15554)
816 Congress, Suite 1100
Austin, Texas 78701
(512) 457-2311
(512) 870-3420 (Facsimile)
Attorney for Southwestern Bell Telephone
Company d/b/a AT&T Kansas

AMENDMENT**BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC 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, LLC 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 AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND**ACN COMMUNICATION SERVICES, LLC**

Signature: eSigned - Dave StevanovskiSignature: eSigned - Kristen E. ShoreName: eSigned - Dave Stevanovski
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: President
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 04 May 2022Date: 04 May 2022**ACN Communication Services, LLC**

BellSouth Telecommunications, LLC 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, LLC 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 and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
ACN COMMUNICATION SERVICES, LLC
AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, 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 AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T
OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL
TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T
OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

WHEREAS, CLEC has changed its legal name and wishes to reflect that name change as set forth herein.

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Agreements are hereby amended to reflect the corrected CLEC name as shown in Exhibit A.
3. For the States of Illinois, Indiana, Nevada, Ohio and Wisconsin, the Parties agree to replace Section 9.1 from the OSS Resale & UNE Appendix with the following language:

9.0 Data Connection Security Requirements

9.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 9 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

9.1.1 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

4. For the States of Arkansas, Kansas, Missouri, Oklahoma and Texas, the Parties agree to replace Section 9.1 from Attachment 27: Access to Operations Support Systems (OSS) with the following language:

9.0 Data Connection Security Requirements

9.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and

software integrity. To the extent there is a conflict between this Amendment's Section 9 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

9.1.1 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

5. For the States of California and Michigan, the Parties agree to replace Section 8.1 from Attachment 9: Access to Operations Support System and Related Functions of the Agreement with the following language:

8. Data Connection Security Requirements

8.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 8 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

8.1.1 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

6. The Parties agree to replace Section N from the Agreements 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	John Dunne Carrier Relations Specialist
STREET ADDRESS	1000 Progress Place
CITY, STATE, ZIP CODE	Concord, NC 28025
PHONE NUMBER*	(704) 260-3000
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	legalnotices@acninc.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.

7. 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.

8. 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.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. 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.
12. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: 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 Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. 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 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CLEC Previous Name with State Utilities Commission	CLEC Corrected Legal Name with State Utilities Commission	Contract Type	Effective Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	ACN Communications Services, LLC	ACN Communication Services, LLC	251/252 Interconnection Agreement	1/17/2004
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	ACN Communication Services, LLC		251/252 Interconnection Agreement	4/3/2006
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	ACN Communication Services, LLC		251/252 Interconnection Agreement	1/26/2003
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	ACN Communication Services, LLC		251/252 Interconnection Agreement	6/11/2003
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	ACN Communication Services, LLC		251/252 Interconnection Agreement	6/11/2003
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	ACN Communication Services, LLC		251/252 Interconnection Agreement	10/8/2003
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	ACN Communication Services, LLC		251/252 Interconnection Agreement	12/28/2005
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	ACN Communications Services, LLC	ACN Communication Services, LLC	251/252 Interconnection Agreement	10/24/2005
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	ACN Communication Services, LLC		251/252 Interconnection Agreement	1/17/2004

AT&T ILEC ("AT&T")	CLEC Previous Name with State Utilities Commission	CLEC Corrected Legal Name with State Utilities Commission	Contract Type	Effective Date
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	ACN Communication Services, LLC		251/252 Interconnection Agreement	1/17/2004
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	ACN Communication Services, LLC		251/252 Interconnection Agreement	12/16/2002
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	ACN Communication Services, LLC		251/252 Resale Agreement	11/16/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	ACN Communication Services, LLC		251/252 Interconnection Agreement	8/22/2005
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	ACN Communication Services, LLC		251/252 Interconnection Agreement	6/11/2003
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	ACN Communication Services, LLC		251/252 Interconnection Agreement	3/11/2004
The Ohio Bell Telephone Company d/b/a AT&T OHIO	ACN Communication Services, Inc.	ACN Communication Services, LLC	251/252 Interconnection Agreement	11/12/2002
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	ACN Communication Services, LLC		251/252 Interconnection Agreement	12/28/2009
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	ACN Communication Services, LLC		251/252 Interconnection Agreement	1/17/2004
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	ACN Communication Services, LLC		251/252 Interconnection Agreement	6/11/2003

AT&T ILEC ("AT&T")	CLEC Previous Name with State Utilities Commission	CLEC Corrected Legal Name with State Utilities Commission	Contract Type	Effective Date
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	ACN Communication Services, LLC		251/252 Interconnection Agreement	9/22/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	ACN Communication Services, LLC		251/252 Interconnection Agreement	2/19/2004

BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of the Application of)
Southwestern Bell Telephone, L.P. for)
Approval of Interconnection Agreement) Docket No. 06-SWBT-371-IAT
Under the Telecommunications Act of)
1996 With ACN Communications)
Services, Inc.)

AFFIDAVIT OF SALLY A. BRIAR

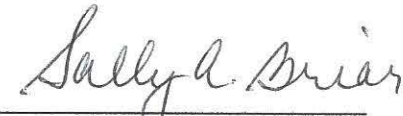
STATE OF TENNESSEE)
) ss
COUNTY OF WILLIAMSON)

On the 8th day of June 2022, Sally A. Briar of Southwestern Bell Telephone Company d/b/a AT&T Kansas, personally appeared before me, the undersigned authority, and upon being duly sworn on oath, deposed and said the following:

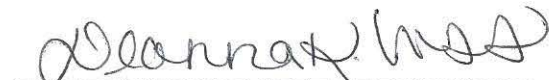
1. My name is Sally A. Briar. I am over the age of 21, am of sound mind and competent to testify to the matters stated herein. I am the Area Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning both the Interconnection Agreement ("the Agreement") between AT&T Kansas and ACN Communication Services, LLC that was approved by the Commission on October 24, 2005, in the above captioned proceeding and the proposed amendment to that Agreement that is the subject of this filing.
2. This amendment: replaces language on Data Connection Security Requirements in the Agreement's OSS Attachment; amends the Agreement to reflect the correct name of ACN; and, updates the Notice provision in the Agreement.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the amendment to the Agreement.
4. The implementation of this amendment to the Agreement is consistent with the public interest, convenience and necessity.

5. This amendment to the Agreement does not discriminate against any telecommunications carrier. The amendment is available to any similarly situated local service provider in negotiating a similar agreement.
6. The negotiated and executed amendment to the Agreement is consistent with Kansas law.
7. I have read the Application of AT&T Kansas and verify that the statements, allegations and matters contained therein are true and correct according to the best of my knowledge and belief.




Sally A. Briar

Subscribed and sworn to before me this 8 day of June 2022.


Notary Public

My Commission Expires:

My Commission Expires
May 22, 2023