

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

In the Matter of the Joint Petition of) Docket No. _____
VarTec Telecom, Inc. d/b/a VarTec Telecom)
and Clear Choice Communications and)
Nevada Bell Telephone Company d/b/a AT&T)
Nevada and AT&T Wholesale for Approval of)
Amendment #5 to Interconnection)
Agreement Pursuant to Section 252 of the)
Telecommunications Act of 1996)

**JOINT PETITION FOR APPROVAL OF AMENDMENT #5 TO
INTERCONNECTION AGREEMENT PURSUANT TO SECTION 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

NOW COMES, VARTEC TELECOM, INC. D/B/A VARTEC TELECOM AND
CLEAR CHOICE COMMUNICATIONS ("CLEC") and NEVADA BELL TELEPHONE
COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE¹ ("AT&T Nevada")
(CLEC and AT&T Nevada collectively referred to herein as, the "Parties") who hereby
apply to this Commission for approval of Amendment #5 to their Interconnection
Agreement attached hereto (the "Amendment").

In summary, this Interconnection Amendment changes the carrier's name on the
agreement to Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications,
Matrix Telecom, Inc. d/b/a VarTec Telecom; adds additional ACNAs and OCNs to the
agreement; and terminates the Excel Telecommunications, Inc. agreement.

The Parties now submit the Amendment for approval in accordance with the terms
of Section 252(e) of the Telecommunications Act of 1996 (TA 1996). The Parties request
that the Commission approve the Amendment in accordance with the requirements of
Section 252(e) of TA 1996, by determining that the grounds for rejection of such

¹ Nevada Bell Telephone Company, a Nevada corporation, is now doing business in Nevada as "AT&T Nevada and AT&T Wholesale" and is considered as referenced through the attached agreement/amendment.

Amendment, set forth in Section 252(e)(2)(A)(i) and Section 252(e)(2)(A)(ii), are not applicable to the Amendment. With respect to Section 252(e)(2) of TA 1996, the Parties assert that the Amendment does not discriminate against any telecommunications carrier not a party to the Amendment. The implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment does not violate any requirement of the Commission, including, but not limited to, quality of service standards adopted by the Commission.

The Parties request that the Commission expeditiously approve the Amendment consistent with the intent of TA 1996.

DATED this 26th day of February, 2015.

eSigned - Doug Funsch

MATRIX TELECOM, INC.

Doug Funsch

Chief Financial Officer

433 E. Las Colinas Blvd., Suite 500

Irving, Texas 75039

Telephone: (972) 910-1900

Facsimile: (866) 418-9750


NEVADA BELL TELEPHONE COMPANY

D/B/A AT&T NEVADA AND AT&T

WHOLESALE

Roger Moffitt

General Attorney

645 E. Plumb Lane, Room B132

Reno, NV 89502

Telephone: (775) 333-3114

Facsimile: (775) 333-2175

Draft Notice Application for Applications, Petitions and Complaints

The Commission requires a draft notice be included with all applications, petitions and complaints. See Nevada Administrative Code 703.162. Please include one copy of this form with all the above filings.

- I. Include a title that describes the relief requested, or proceeding scheduled pursuant to Nevada Administrative Code ("NAC") 703.160 (5)(a.)

Joint Petition filing between AT&T Nevada and VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications for approval of an interconnection agreement amendment.

- II. Include the name of the applicant, complainant, petitioner, or the name of the agent for same pursuant to NAC 703.160 (5)(b).

AT&T Nevada and VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications

- III. Include a paragraph with a brief description of the purpose of the filing or proceeding with an introductory statement in plain English understandable to a person of average knowledge and intelligence, that summarizes the relief requested or proceeding scheduled, **AND** its impact upon consumers, pursuant to NAC 704.160 (5)(c).

AT&T Nevada and VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications request that the Public Utilities Commission of Nevada approve a joint petition regarding an interconnection agreement amendment between the two parties.

- IV. A declaration by the applicant, petitioner, or complainant whether a consumer session is required by Nevada Revised Statute ("NRS") 704.069 (1). NAC 703.162 (2)¹

These changes do not require a consumer session.

- V. If the draft notice pertains to a tariff filing, please include the tariff number **and** the sections or schedule number(s) being revised.

n/a.

¹ NRS 704.069 Commission required to conduct consumer session for certain rate cases; Commission required to conduct general consumer session annually in certain counties.

1. The Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110, inclusive, in which:

(a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale or an application to clear its deferred accounts; and

(b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed \$50,000 or 10 percent of the applicant's annual gross operating revenue, whichever is less.

2. In addition to the case-specific consumer sessions required by subsection 1, the Commission shall, during each calendar year, conduct at least one general consumer session in the county with the largest population in this state and at least one general consumer session in the county with the second largest population in this state. At each general consumer session, the Commission shall solicit comments from the public on issues concerning public utilities. Not later than 60 days after each general consumer session, the Commission shall submit the record from the general consumer session to the Legislative Commission.

CERTIFICATE OF SERVICE
252 Telecommunications Service List
Joint Petition between AT&T Nevada and
VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications
Docket No.: 15-xxxxx

I hereby certify that I have this day served the foregoing documents upon all parties of record in this proceeding by mailing a copy thereof, properly addressed with postage pre-paid, or by electronic transmission to an acceptable location:

Via UPS:

Public Utilities Commission of Nevada
Breanne Potter, Asst. Commission Secretary
1150 E. William Street
Carson City, NV 89701

I hereby certify that I have this day served the foregoing documents upon other parties by mailing via U.S. Mail with postage pre-paid to:

Public Utilities Commission of
Nevada – Staff Counsel
9075 W. Diablo Dr., Ste. 250
Las Vegas, NV 89148

Eric Witkoski, Esq.
Bureau of Consumer Protection
555 E. Washington St., Ste. 3900
Las Vegas, NV 89101

I hereby certify that I have this day served Document Available Notice by electronic transmission to an acceptable location to the list established pursuant to NAC 703.296:

Tammy Cordova
tcordova@puc.nv.gov
Public Utilities Commission
101 Convention Center, Ste. 250
Las Vegas, NV 89109

Connie Dike
connie.m.dike@centurylink.com
CenturyLink
6700 Via Austi Pkwy., Bldg. MCC2
Las Vegas, NV 89119

David Collier
david.collier@att.com
AT&T Services, Inc.
645 E. Plumb Lane, Rm. C142
Reno, NV 89502

Roger Moffitt
roger.moffitt@att.com
AT&T Nevada
645 E. Plumb Lane, Rm. C132
Reno, NV 89502

Charlie Born
charlie.born@ftr.com
Frontier Communications
9260 E. Stockton
Elk Grove, CA 95624

Janet Arnold
js0746@att.com
AT&T Services, Inc.
220 E. 6th, Rm. 505
Topeka, KS 66603

Eric Witkoski
bcpserve@ag.nv.gov
Bureau of Consumer Protection
555 E. Washington St., Ste. 3900
Las Vegas, NV 89101

Alex Valencia
avalencia@impacttelecom.com
Matrix Telecom, Inc.
433 E. Las Colinas Blvd., Suite 500
Irving, TX 75039

I hereby certify the foregoing documents are being made available for inspection at website Internet address:

<http://www.att.com/gen/public-affairs?pid=1207>

The foregoing documents are available in electronic or paper format by sending a request to:

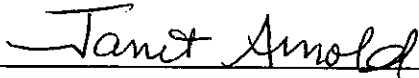
Paper:

Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale
Janet Arnold
220 E. 6th St., Room 505
Topeka, KS 66603

Electronic:

js0746@att.com

Dated at Topeka, Kansas this 26th day of February, 2015

A handwritten signature in cursive script that reads "Janet Arnold". The signature is written in dark ink and is positioned above a horizontal line.

Janet Arnold

AMENDMENT

BETWEEN

**NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA
AND AT&T WHOLESALE**

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

Nevada Bell Telephone Company d/b/a AT&T Nevada
and AT&T Wholesale by AT&T Services, Inc., its
authorized agent

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

State	CLEC OCN
NEVADA	3051, 2165, 9460, 4909, 9358

**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
NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE**

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between Nevada Bell Telephone Company d/b/a **AT&T NEVADA** and AT&T Wholesale ("**AT&T NEVADA**") and VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications (VarTec). **AT&T NEVADA** and VarTec are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, **AT&T NEVADA** and VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications ("VarTec") are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved April 18, 2002 ("VarTec Agreement");

WHEREAS, **AT&T NEVADA** and Excel Telecommunications, Inc. ("Excel") are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved July 22 2002 ("Excel Agreement");

WHEREAS, Matrix Telecom, Inc. ("Matrix") represents that it acquired the assets of VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications in Nevada, including those associated with the VarTec Agreement and VarTec's ACNA and OCN ("VarTec Assets");

WHEREAS, Matrix Telecom, Inc. ("Matrix") represents that it acquired the assets of Excel Telecommunications, Inc. in Nevada, including those associated with the Excel Agreement and Excel's ACNA and OCN ("Excel Assets")

WHEREAS, Matrix represents that it has authority to amend the VarTec Agreement and seeks to terminate the Excel Agreement;

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

WHEREAS, **AT&T NEVADA** and Matrix agree to amend the VarTec 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 VarTec's Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, **AT&T NEVADA** and Matrix agree to amend VarTec'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 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 NEVADA** 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, 4909, 2165, 9460, and 9358, starting on and continuing after the Effective Date.

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3. The VarTec Agreement is hereby amended to reflect the name change from "VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications" to "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom."

3.1 **AT&T NEVADA** shall reflect that name change from "VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications" to "Matrix Telecom, Inc." only for the main billing account (header card) for each of the accounts previously billed to VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications. **AT&T NEVADA** shall not be obligated, whether under this Amendment or otherwise, to make any other changes to **AT&T NEVADA** records with respect to those accounts previously billed to or VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications, 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 VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications with **AT&T NEVADA** for those accounts and the services and items provided and/or billed thereunder or under the VarTec Agreement.

3.2 Once this Amendment is effective, Matrix shall operate with **AT&T NEVADA** 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 VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications. 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 NEVADA** on behalf of Matrix, for updating billing accounts previously billed to VarTec Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications.

4. The Parties agree to add the following company codes to the Agreement.

ACNA "EXL," "ELZ"

OCN "3051," "2165," and "9460"

5. The Parties agree to delete and replace in its entirety Section 17 of General Terms and Conditions with the following:

17. Notices

17.1 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:

17.1.1 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.

17.1.2 delivered by facsimile provided CLEC and/or **AT&T NEVADA** has provided such information in Section 17.3 below.

17.1.3 delivered by electronic mail (email) provided CLEC and/or **AT&T NEVADA** has provided such information in Section 17.3 below.

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

17.2.1 the date of actual receipt;

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

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

17.2.4 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.

17.2.5 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 NEVADA**.

17.3 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 NEVADA 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

17.4 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 17. 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.

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17.5 **AT&T NEVADA** 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.

17.6 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.