

September 22, 2021

*Via UPS*

Ms. Trisha Osborne  
Assistant Commission Secretary  
Public Utilities Commission of Nevada  
1150 East William Street  
Carson City, Nevada 89701-3109

**Re: Routing of Traffic Through a Third Party Transit Provider  
Amendment to the Interconnection Agreement for the State of  
Nevada Pursuant to Section 252 of the Telecommunications  
Act of 1996.**

Dear Ms. Osborne:

Enclosed for filing is a Joint Petition for approval of the Routing of Traffic Through a Third Party Transit Provider Amendment to the Interconnection Agreement for the State of Nevada pursuant to Section 252 of the Telecommunications Act of 1996 between Central Telephone Company dba CenturyLink and Wide Voice, LLC for the Commission's approval pursuant to Section 252(e) of the Telecommunications Act of 1996.

Also enclosed are a Draft Notice, pursuant to NAC 703.162, which is not required to be published in the newspaper per NRS 704.6877; and a check in the amount of \$200 to cover the filing fee.

If you have any questions, please contact me at (206) 806-7339. Thank you for your assistance.

Sincerely,



Josie G. Addington  
Legal Assistant

Attachments  
cc: Service List

**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

IN RE JOINT PETITION OF CENTRAL  
TELEPHONE COMPANY D/B/A CENTURYLINK  
AND WIDE VOICE, LLC FOR APPROVAL OF  
THE AMENDMENT TO INTERCONNECTION  
AGREEMENT FOR THE STATE OF NEVADA  
PURSUANT TO SECTION 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996.

DOCKET NO.: \_\_\_\_\_

**JOINT PETITION FOR APPROVAL OF THE AMENDMENT FOR THE STATE OF NEVADA UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

Central Telephone Company d/b/a CenturyLink and Wide Voice, LLC (collectively referred to as the "Parties"), hereby petition the Public Utilities Commission (the "Commission") for approval of the Routing of Traffic Through a Third Party Transit Provider Amendment to the Interconnection Agreement between Central Telephone Company dba CenturyLink and Wide Voice, LLC for the State of Nevada, attached hereto as Attachment A (the "Amendment").

The Parties submit the Amendment for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the "Act"). The Parties request that the Commission approve the Amendment in accordance with the requirements of Section 252(e) of the Act by determining that the grounds for rejection of such Amendment set forth in Section 252(e)(2)(A)(i) and 252(e)(2)(A)(ii) of the Act are not applicable to the Amendment. With respect to 252(e)(2) of the Act, 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.

The Parties respectfully request that the Commission expeditiously approve the Amendment consistent with the intent of the Act.

Dated this 1<sup>st</sup> day of September, 2021.

**WIDE VOICE, LLC**

By: 

Andrew Nickerson, CEO  
anickerson@widevoice.com

**CENTRAL TELEPHONE COMPANY DBA  
CENTURYLINK**

By: 

Josie Addington  
Josie.addington@lumen.com

# **ATTACHMENT A**

**Routing of Traffic Through a Third Party Transit Provider Amendment  
to the Interconnection Agreement between  
Central Telephone Company d/b/a CenturyLink  
and  
Wide Voice, LLC  
for the State of Nevada**

This Amendment (“Amendment”) is to the Interconnection Agreement between Central Telephone Company d/b/a CenturyLink (“CenturyLink”) and Wide Voice, LLC (“CLEC”), collectively referred to as, the “Parties.”

**RECITALS**

WHEREAS, CenturyLink and CLEC entered into an Interconnection Agreement (“Agreement”), as subsequently amended by the Parties, for service in the State of Nevada, which states that terminating compensation for Exchange Service and ISP-Bound traffic is treated on a “bill and keep” basis, pursuant to the terms of the Agreement that was approved by the Commission; and

WHEREAS, CLEC has requested the ability to allow a third party to transit traffic between CLEC and CenturyLink, subject to limitations and requirements of the Local Exchange Routing Guide (“LERG”) and other applicable requirements, including but not limited to the Agreement; and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The purpose of this amendment is to provide the conditions under which the Parties may use a Third Party Transit Provider to exchange traffic between their networks (see Attachment 1). This amendment complies with the Agreement that requires an amendment prior to such an exchange.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Wide Voice, LLC**

Andrew Nickerson  
Andrew Nickerson (May 6, 2021 13:49 PDT)

Signature

Andy Nickerson  
Name Printed/Typed

CEO  
Title

May 6, 2021

Date

**Central Telephone Company d/b/a CenturyLink**

Kimberly J. Povirk  
Kimberly J. Povirk (May 6, 2021 16:26 CDT)

Signature

Kimberly J. Povirk  
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales  
Title

May 6, 2021

Date

## ATTACHMENT 1

### Routing of Traffic Through a Third Party Transit Provider Amendment

#### Definitions:

“ISP-Bound Traffic” for purposes of this Agreement, traffic that is transmitted to an Internet Service Provider (ISP) who is physically located in an exchange within the same Local Calling Area of the originating End User, consistent with the ISP Remand Order (FCC 01-131), 16 FCC Rcd. 9151 (2001). ISP-Bound Traffic does not include any VNXX Traffic.

“Transit Service” means the use of CenturyLink’s network to deliver Transit Traffic.

“Virtual NXX Traffic (VNXX Traffic)” refers to calls originated from of terminated to an NPA-NXX-XXXX that was assigned using a VNXX Service.

1. CLEC may designate a Third Party Transit Provider to exchange Local, ISP-Bound, IntraLATA LEC Toll, VoIP-PSTN Traffic between the Parties’ networks under the following conditions:

1.1 Prior to the use of a Third Party Transit Provider to exchange traffic between the Parties, CLEC will identify the transiting party (“Third Party Transit Provider”), and CenturyLink will confirm that the Third Party Transit Provider Amendment to the Third Party Transit Provider’s current interconnection agreement with CenturyLink has been completed.

1.2 Prior to the use of a Third Party Transit Provider to exchange traffic between the Parties and after the effective date of the amendment required in Section 1, CLEC must designate its NPA-NXX codes in the LERG as homing to a Third Party Transit Provider’s Tandem Switch.in the LATA or a Third Party Transit Provider’s Tandem designation in the LERG for homing of local and/or intraLATA codes within the LATA. Neither CenturyLink nor CLEC will route through a Third Party Transit Provider’s Tandem Switch until and unless this designation is made. CenturyLink may route its originating or transit traffic bound for the NPA-NXX(s) designated under this Section to the Third Party Transit Provider’s Tandem Switch or may choose to route traffic directly to the CLEC end office. After the Parties have established Direct Interconnection between their networks, neither Party may continue to transmit its originated Local, ISP-Bound, IntraLATA LEC Toll, VoIP-PSTN Traffic indirectly.

1.3 Each Party that originates the traffic is responsible for payment of any charges incurred and/or billed by Third Party Transit Provider, for transit, transport and/or termination compensation arrangements that may or may not be contained in separate agreements with CenturyLink or CLEC. This applies for each Party’s originated traffic but is not limited to traffic that transits the network of the other Party or the Third Party Transit Provider. For traffic terminating to CenturyLink or CLEC, the bill and keep provisions of the Agreement will govern any compensation between CenturyLink and CLEC. CLEC represents and warrants that it has an agreement with Third Party Transit Provider that complies with the requirements of this Section 1.3. Third Party Transit Provider will be responsible for all MOU with CLEC in both directions in the calculation of the Third Party Transit Provider’s allocation of shared costs for transport.

1.4 No other traffic shall be exchanged pursuant to the provisions of Section 1 and its

subsections.

1.5 CLEC will pass unaltered to the Third Party Transit Provider all signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 C.F.R. § 64.1601 and industry standards.

1.6 CLEC will not utilize its arrangements with Third Party Transit Provider for the exchange of VNXX traffic with CenturyLink.

1.7 This Section 1 and accompanying sub-sections do not otherwise modify or supersede the terms and conditions of any agreement that CLEC may have with CenturyLink, including tariffs, interconnection and/or access agreements.

1.8 CLEC will be responsible to provide originating records, in EMI Category 11-01-XX format to CenturyLink, if Third Party Transit Provider is unable to provide transit records.

**PUBLIC UTILITIES COMMISSION OF NEVADA  
DRAFT NOTICE**

**(Per NRS 704.6877, this notice is not required to be published in the newspaper)**

Pursuant to Nevada Administrative Code (“NAC”) 703.162, the Commission requires that a draft notice be included with all applications, tariff filings, complaints, and petitions. Please complete and include **ONE COPY** of this form with your filing. (Completion of this form may require the use of more than one page.)

**A title that generally describes the relief requested (see NAC 703.160(4)(a)):**

Joint Petition for approval of the Routing of Traffic Through Third Party Transit Provider Amendment to the Interconnection Agreement (“Amendment”) between Central Telephone Company d/b/a CenturyLink (“CenturyLink”) and Wide Voice, LLC (“Wide Voice”) for the State of Nevada under Sections 251 and 252 of the Telecommunications Act of 1996.

**The name of the applicant, complainant, petitioner or the name of the agent for the applicant, complainant or petitioner (see NAC 703.160(4)(b)):**

CenturyLink and Wide Voice

**A brief description of the purpose of the filing or proceeding, including, without limitation, a clear and concise introductory statement that summarizes the relief requested or the type of proceeding scheduled AND the effect of the relief or proceeding upon consumers (see NAC 703.160(4)(c)):**

CenturyLink and Wide Voice submit the Amendment for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the “Act”). The implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment does not violate any requirement of the Commission.

**A statement indicating whether a consumer session is required to be held pursuant to Nevada Revised Statute (“NRS”) 704.069(1)<sup>1</sup>:**

No consumer session is required to be held.

**If the draft notice pertains to a tariff filing, please include the tariff number AND the section number(s) or schedule number(s) being revised.**

Not applicable.

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<sup>1</sup> NRS 704.069 states in pertinent part:

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.



## **CERTIFICATE OF SERVICE**

I hereby certify that I have served a copy of this Certificate of Service for the *Joint Petition for Approval of the Routing of Traffic Through a Third Party Transit Provider Amendment to the Interconnection Agreement* for the State of Nevada under Section 252 of the Telecommunications Act of 1996, between Central Telephone Company dba CenturyLink and Wide Voice, LLC upon all parties:

Ms. Trisha Osborne  
Assistant Commission Secretary  
Public Utilities Commission of Nevada  
9075 West Diablo Drive, Suite 250  
Las Vegas, Nevada 89148

**Via UPS Overnight Delivery**

Andrew Nickerson, CEO  
anickerson@widevoice.com

**Via Email**

Eric Witkoski  
Bureau of Consumer Protection  
555 E. Washington Street, Suite 3900  
Las Vegas, Nevada 89101  
[bcpserv@ag.nv.gov](mailto:bcpserv@ag.nv.gov)

**Via Email**

### **DOCUMENT AVAILABLE NOTICE**

**I hereby certify that I have served the *Document Available Notice* by electronic transmission (email) to the list established pursuant to NAC 703.296:**

David Collier  
Randy Brown  
AT&T Services, Inc.  
645 East Plumb, Room B132  
Reno, Nevada 89520  
[David.collier@att.com](mailto:David.collier@att.com)  
[Randy.brown@att.com](mailto:Randy.brown@att.com)

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**I hereby certify that the foregoing documents are being made available for inspection at the following websites:**

<http://puc.nv.gov/>; and

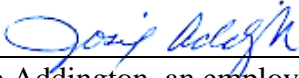
[http://www.centurylink.com/wholesale/clec\\_nv.html](http://www.centurylink.com/wholesale/clec_nv.html).

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

Paper: Josie Addington, Legal Assistant  
Lumen  
1600 7<sup>th</sup> Avenue, Room 1506  
Seattle, WA 98191

Electronic: [Josie.addington@lumen.com](mailto:Josie.addington@lumen.com)

Dated this 22<sup>nd</sup> day of September, 2021.

  
\_\_\_\_\_  
Josie Addington, an employee of Lumen  
Technologies, Inc.