

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

FILED

07/29/20
04:59 PM

C2007021

SONIC TELECOM, LLC (U-7002-C)

Complainant,

v.

PACIFIC BELL TELEPHONE COMPANY
d/b/a AT&T CALIFORNIA (U-1001-C)

Defendant.

Case (C.) _____

Complaint
(Rule 4.2)

COMPLAINANT	DEFENDANT
<p>Sonic Telecom, LLC (U-7002-C) Attn: Nathan Patrick, CTO 2260 Apollo Way Santa Rosa, CA 95407 T: 707-522-1000 E-mail: steve.bowen@bowenlawgroup E-mail 2: nathan.patrick@sonic.com</p>	<p>Pacific Bell d/b/a AT&T California (U-1001-C) Attn: Mark Berry, Director Regulatory 430 Bush Street, 5th Floor San Francisco CA 94108 T: 415-417-5018 E-mail 1: mark.berry@att.com E-mail 2: att-regulatory-ca@att.com</p>
ATTORNEY FOR COMPLAINANT	
<p>Stephen P. Bowen, Esq. Bowen Law Group 19660 North Rim Drive, Suite 201 Surprise, AZ 85374 T: 415-394-7500 E-mail steve.bowen@bowenlawgroup.com E-mail 2: nathan.patrick@sonic.com</p>	

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

<p>SONIC TELECOM, LLC (U-7002-C)</p> <p style="text-align:center">Complainant,</p> <p>v.</p> <p>PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (U-1001-C)</p> <p style="text-align:center">Defendant.</p>

C. _____

COMPLAINT

Sonic Telecom, LLC (U-7002-C) (“Sonic” or “Complainant”), hereby submits this formal complaint against Pacific Bell Telephone Company d/b/a AT&T California (U-1001-C) (“AT&T” or “Defendant”), pursuant to the California Public Utilities Commission’s Rules of Practice and Procedure, and the provisions of the California Public Utilities Code.

I. PARTIES

1. Complainant Sonic Telecom, LLC (U-7002-C) is a limited liability company organized under the laws of the State of California. Sonic holds a Certificate of Public Convenience and Necessity (“CPCN”) issued by the Commission. Sonic is certificated as a competitive local exchange carrier (“CLEC”)¹ and interexchange carrier (“IEC”)² to offer full facilities-based and resold telecommunications services in California.³

¹ The Commission also uses the term “competitive local carrier” or “CLC.”
² The Commission also uses the term “non-dominant interexchange carrier” or “NDIEC.”
³ See D.06-11-008 and D.12-06-009.

2. The address and telephone number for Sonic is:

Sonic Telecom, LLC
2260 Apollo Way
Santa Rosa, CA 95407
(707) 522-1000

3. All pleadings, correspondence, and other communications concerning this proceeding should be sent to Sonic and its attorneys at:

Stephen P. Bowen
Bowen Law Group
19660 North Rim Drive, Suite 201
Surprise, AZ 85374
(415) 394-7500 (office)
(415) 279-0938 (mobile)
(415) 394-7505 (facsimile)
steve.bowen@bowenlawgroup.com

with a copy to:

Nathan Patrick
Sonic Telecom, LLC
2260 Apollo Way
Santa Rosa, CA 95407
(707) 522-1000
nathan.patrick@sonic.com

4. Defendant Pacific Bell Telephone Company d/b/a AT&T California (U-1001-C) (“AT&T”) is a corporation organized under the laws of the State of California. AT&T is an Incumbent Local Exchange Carrier (“ILEC”) in California.

5. The address and telephone number of Defendant AT&T is:

William Greenlaw
Director, Interconnection Agreements
Wholesale Strategy & Solutions
AT&T Business Solutions & International
AT&T Services, Inc.
311 S. Akard St, 9th Floor
Dallas, TX 75202
817 677-7532
wg7767@att.com

II. JURISDICTION

6. The Commission has jurisdiction over this matter pursuant to the California Public Utilities Code, including but not limited to Sections 451, 701, 702, 761, 1701, 1702, 1707, and 2106; pursuant to its decisions, rules, policies, and General Orders; and pursuant to the California Civil Code Section 1717.

7. Complainant Sonic is a public utility subject to the P.U. Code and the Commission's jurisdiction.

8. Defendant AT&T is a public utility subject to the P.U. Code and the Commission's jurisdiction.

9. Defendant AT&T has violated, and continues to violate, the P.U. Code and the Commission's decisions, rules, policies, and General Orders.

III. CATEGORY OF PROCEEDING, HEARINGS, ISSUES, AND PROPOSED SCHEDULE

10. This matter is a formal complaint alleging violations of the P.U. Code and the Commission's decisions, rules, policies, and General Orders. As such, the appropriate category for the proceeding is adjudicatory.

11. Sonic believes and alleges that numerous material facts will be in dispute in this proceeding, and that therefore hearings will be necessary.

12. The issues to be addressed and resolved in this proceeding are:

- a. Whether the 2007 Collocation Amendment to the Interconnection Agreement between Sonic and AT&T is still in effect.
- b. Whether AT&T has violated the P.U. Code and/or the Commission's decisions, rules, policies, and/or General Orders.

13. Sonic proposes the following schedule for this proceeding:

Service of Complaint	Day 1
Answer	Day 31
Prehearing Conference	Day 45
Scoping Memo	Day 60
Complainants' Opening Testimony	Day 120
Defendant's Reply Testimony	Day 150
Complainants' Rebuttal Testimony	Day 180
Hearings	Days 200-204
Opening Briefs	Day 230
Reply Briefs	Day 250

IV. BACKGROUND AND GENERAL FACTUAL ASSERTIONS

14. This case centers on a dispute between AT&T and Sonic concerning the proper rates, terms and condition to be applied to Sonic's collocation arrangements in AT&T's central offices.

15. Sonic offers telecommunications and broadband services in California using its own fiber optic facilities, supplemented by the use of unbundled network elements such as UNE loops, as well as resold ILEC services. Sonic enters markets initially via UNE loops and resold services, as it builds out its fiber optic network in each area. Unlike nearly every other fiber-based CLEC, Sonic focuses its efforts on deploying a ubiquitous fiber optic network designed to reach as many residential customers as possible in the target municipalities. (Patrick Declaration at paragraph 5)

16. Like most if not all facilities-based CLECs, Sonic uses collocation arrangements in AT&T's central offices to house some of the equipment that is required to operate its networks. This collocated equipment consists, *inter alia*, of Digital Subscriber Line Access Multiplexers used to offer DSL-based services and equipment used to connect to interoffice fiber facilities. (Patrick Declaration at paragraph 6)

17. Sonic's collocation arrangements are an essential part of its facilities-based networks. Without these collocation arrangements, it would be completely economically infeasible for Sonic to be able to offer its services to California customers, especially given Sonic's residential focus. Thus, AT&T's collocation arrangements represent monopoly bottleneck facilities. (Patrick Declaration at paragraph 7)

18. Sonic has been using AT&T's collocation arrangements since Sonic's transition to becoming a full facilities-based carrier. Sonic installed its equipment in its first AT&T collocation location in 2008. (Patrick Declaration at paragraph 8)

19. Since that time, Sonic has established hundreds of collocation arrangements in AT&T central offices, as it expands its facilities-based networks in Northern California. Each of these collocation arrangements serves a key portion of Sonic's overall network deployment, and each therefore helps Sonic to offer its services to a potential service area that is as ubiquitous as technically possible. (Patrick Declaration at paragraph 9)

20. Like other CLECs, Sonic obtains and maintains its collocation arrangements with AT&T pursuant to the provisions of its Interconnection Agreement ("ICA") with AT&T. (Patrick Declaration at paragraph 10)

21. For its initial ICA, Sonic adopted the Pacific Bell-AT&T Communications of California ICA, in 2006. (Patrick Declaration at paragraph 11)

22. During the time period while this ICA was in effect, AT&T and a large number of CLECs litigated the appropriate collocation rates terms and conditions before the Commission, in Docket R.93-04-003/I.93-04-002. In 2006, AT&T and these CLECs reached a settlement of the open issues, and submitted that settlement to the Commission for approval. On March 1, 2007, the Commission approved the proposed settlement in D.07-03-004.

23. The approved collocation settlement allowed CLECs to elect collocation rates that are commonly referred to as the Collocation Cost Model (“CCM”) rates. AT&T made the CCM rates generally available to CLECs via a 3-page ICA Amendment. (Patrick Declaration at paragraph 12)

24. Sonic and AT&T agreed to add this Collocation Settlement Amendment to their then-current ICA in late 2007 (Exhibit A hereto). (Patrick Declaration at paragraph 13)

25. Sonic did not have *any* collocation arrangements prior to its execution of the Collocation Settlement Amendment in late 2007. Sonic and AT&T have continuously operated *every* Sonic collocation arrangement from and after late 2007 pursuant to the rates, terms and conditions of the Collocation Settlement Agreement. (Patrick Declaration at paragraph 14)

26. Section 4.4 of the Collocation Settlement Agreement provides as follows:

This Amendment shall be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties, whether negotiated, arbitrated or arrived at through the exercise of Section 252(i) MFN rights unless and until the Parties have mutually agreed to negotiate different collocation rates and charges or the CA-PUC orders different collocation rates and charges.

27. By letter dated November 25, 2009, Sonic notified AT&T that it was adopting the ICA between AT&T and Telephone Connection Local Services, LLC (“TCLS”). (Exhibit B hereto). (Patrick Declaration at paragraph 15)

28. Also on November 25, 2009, Sonic filed its Advice Letter Number 7 with the Commission, which transmitted the Notice of Adoption of the AT&T-TCLS ICA. (Exhibit C hereto). There were no protests to this Advice Letter, and it became effective shortly thereafter. (Patrick Declaration at paragraph 16)

29. After Sonic adopted the TCLS ICA, AT&T and Sonic continued to operate the Sonic collocation arrangements pursuant to the rates, terms and conditions of the Collocation Settlement Agreement. This occurred, despite the fact that the TCLS ICA contained collocation rates, terms and conditions that differed from those in the Collocation Settlement Agreement. (Patrick Declaration at paragraph 17)

30. Until very recently, AT&T never asserted that the rates, terms and conditions in the Collocation Settlement Agreement were no longer in effect, nor that they had somehow been superseded by the collocation provisions of the TCLS ICA. (Patrick Declaration at paragraph 18)

31. On September 26, 2019, AT&T notified Sonic that AT&T had unilaterally issued internal AT&T orders to change the rates applicable to all of Sonic's collocation arrangements. Prior to imposing the change, AT&T informed Sonic of its intention to make this unilateral change. Sonic strongly disagreed. Sonic directed AT&T's attention to the clear and unequivocal language of Section 4.4 of the Collocation Settlement Agreement, which mandates that the Collocation Settlement Agreement controls all future ICAs, including the current AT&T-Sonic ICA. AT&T did not agree with Sonic, and stated its position that that the collocation provisions of the TCLS ICA were in effect and applied to all of Sonic's collocation arrangements. (Patrick Declaration at paragraph 19)

32. AT&T also attempted to unilaterally back bill Sonic for the difference between the TCLS ICA collocation rates and the Collocation Settlement Agreement collocation rates. (Patrick Declaration at paragraph 20)

33. The TCLS collocation rates are substantially higher than the Collocation Settlement Agreement collocation rates. Sonic estimates that being required to pay the TCLS collocation rates would increase its collocation costs by approximately \$285,000 on an annual basis, assuming no further increase in the number of Sonic collocation arrangements. (Patrick Declaration at paragraph 21)

34. Sonic has attempted to correct AT&T's misunderstanding of the mandatory and overriding nature of Section 4.4 of the Collocation Settlement Agreement, cited above in Paragraph 26, via informal operational meetings and discussions, and has urged AT&T to return to the course of dealing on collocation issues enjoyed by Sonic and AT&T for over 10 years without complaint by AT&T. Those meetings and discussions did not result in any change in AT&T's position. (Patrick Declaration at paragraph 22)

35. Sonic has also invoked the Informal Dispute Resolution process in the AT&T-Sonic ICA, and has engaged in discussions and negotiations with AT&T in an attempt to resolve the issues that are the subject of this Complaint. Those meetings and discussions did not result in any change in AT&T's position. (Patrick Declaration at paragraph 23)

V. FIRST CAUSE OF ACTION: VIOLATION OF P.U. CODE SECTION 761

36. Sonic incorporates herein by reference paragraphs 1 through 35 above.

37. P.U. Code Section 761 prohibits, *inter alia*, unjust, unreasonable, improper, inadequate, or insufficient rules and practices by any public utility.

38. AT&T's failure to honor the mandatory and overriding nature of the Collocation Settlement Agreement, including but limited to section 4.4 of that Agreement, despite having operated without complaint pursuant to that Agreement for over 10 years, constitutes a violation of P.U. Code Section 761.

39. Wherefore, Sonic demands the relief requested in Section VII below.

VI. SECOND CAUSE OF ACTION: UNJUST ENRICHMENT

40. Sonic incorporates herein by reference paragraphs 1 through 35 above.

41. AT&T has improperly sought to increase Sonic's collocation expenses by unilaterally ignoring the rates in the currently effective Collocation Settlement Agreement and sending Sonic bills for substantially higher amounts.

42. AT&T thereby unjustly seeks to enrich itself.

43. Wherefore, Complainants demand the relief requested in Section VII below.

VII. RELIEF SOUGHT

1. For the reasons set forth above, Complainant Sonic respectfully requests that the Commission:

- a. Enter an order finding and declaring that the Sonic/AT&T Collocation Settlement Amendment executed by both parties in late 2007 is still fully in effect, and that AT&T is required to use the rates, terms and conditions from the Collocation Settlement Amendment for all of Sonic's past, present and future collocation arrangements.
- b. Enter an order finding and declaring that the collocation provisions of the AT&T-TCLS Interconnection Agreement, which Sonic opted into, have force or effect with respect to Sonic's collocation arrangements only to the extent

they do not address or conflict with the rates, terms and conditions from the Collocation Settlement Amendment.

- c. Enter an order enjoining and restraining AT&T from seeking to change the rates, terms and conditions from the Collocation Settlement Amendment as applied to Sonic's collocation arrangements, unless and until Sonic and AT&T mutually negotiate and agree in writing to any such change.
- d. Provide such other relief as the Commission deems proper under all the circumstances of this matter, including but not limited to an award of Sonic's attorney's fees and costs under California Civil Code Section 1717.

[Signature Page follows]

Dated: July 20, 2020, at Surprise, Arizona

SONIC TELECOM, LLC (U-7002-C)

By: 
Stephen P. Bowen
Bowen Law Group
19660 North Rim Drive, Suite 201
Surprise, AZ 85374
(415) 394-7500 (telephone)
(415) 279-0938 (mobile)
(415) 394-7505 (facsimile)
steve.bowen@bowenlawgroup.com

Its Attorney

DECLARATION OF NATHAN PATRICK

I, NATHAN PATRICK, DECLARE:

1. My name is Nathan Patrick. My business address is Sonic Telecom, LLC, 2260 Apollo Way, Santa Rosa, CA 95407.
2. I have been employed at Sonic since 2006. I am Sonic's Chief Technology Officer.
3. My responsibilities at Sonic include overall oversight of Sonic's plant construction activities, including design, deployment, modification, and upgrades of Sonic's collocation arrangements in AT&T's central offices. In addition, I provide strategic guidance for Sonic's systems, programming, IT, and product management teams.
4. I have detailed familiarity with the facts and circumstances surrounding the dispute that is the subject of this Complaint, and if called to testify, I could support the factual allegations in this Complaint from my personal knowledge.
5. Sonic offers telecommunications and broadband services in California using its own fiber optic facilities, supplemented by the use of unbundled network elements such as UNE loops, as well as resold ILEC services. Sonic enters markets initially via UNE loops and resold services, as it builds out its fiber optic network in each area. Unlike nearly every other fiber-based CLEC, Sonic focuses its efforts on deploying a ubiquitous fiber optic network designed to reach as many residential customers as possible in the target municipalities.
6. Like most if not all facilities-based CLECs, Sonic uses collocation arrangements in AT&T's central offices to house some of the equipment that is required to operate its networks. This collocated equipment consists, *inter alia*, of Digital Subscriber Line Access

Multiplexers used to offer DSL-based services and equipment used to connect to interoffice fiber facilities.

7. Sonic's collocation arrangements are an essential part of its facilities-based networks. Without these collocation arrangements, it would be completely economically infeasible for Sonic to be able to offer its services to California customers, especially given Sonic's residential focus. Thus, AT&T's collocation arrangements represent monopoly-bottleneck facilities.

8. Sonic has been using AT&T's collocation arrangements since Sonic's transition to becoming a full facilities-based carrier. Sonic installed its equipment in its first AT&T collocation location in 2008.

9. Since that time, Sonic has established hundreds of collocation arrangements in AT&T central offices, as it expands its facilities-based networks in Northern California. Each of these collocation arrangements serves a key portion of Sonic's overall network deployment, and each therefore helps Sonic to offer its services to a potential service area that is as ubiquitous as technically possible.

10. Like other CLECs, Sonic obtains and maintains its collocation arrangements with AT&T pursuant to the provisions of its Interconnection Agreement ("ICA") with AT&T.

11. For its initial ICA, Sonic adopted the Pacific Bell-AT&T Communications of California ICA, in 2006.

12. The March 1, 2007 Commission Decision D.07-03-004 approving the proposed all-party settlement allowed CLECs to elect collocation rates that are commonly referred to as the Collocation Cost Model ("CCM") rates. AT&T made the CCM rates generally available to CLECs via a 3-page ICA Amendment.

13. Sonic and AT&T agreed to add this Collocation Settlement Amendment to their then-current ICA in late 2007.

14. Sonic did not have *any* collocation arrangements prior to its execution of the Collocation Settlement Amendment in late 2007. Sonic and AT&T have continuously operated *every* Sonic collocation arrangement from and after late 2007 pursuant to the rates, terms and conditions of the Collocation Settlement Agreement. .

15. By letter dated November 25, 2009, Sonic notified AT&T that it was adopting the ICA between AT&T and Telephone Connection Local Services, LLC (“TCLS”).

16. Also on November 25, 2009, Sonic filed its Advice Letter Number 7 with the Commission, which transmitted the Notice of Adoption of the AT&T-TCLS ICA. There were no protests to this Advice Letter, and it became effective shortly thereafter.

17. After Sonic adopted the TCLS ICA, AT&T and Sonic continued to operate the Sonic collocation arrangements pursuant to the rates, terms and conditions of the Collocation Settlement Agreement. This occurred, despite the fact that the TCLS ICA contained collocation rates, terms and conditions that differed from those in the Collocation Settlement Agreement.

18. Until very recently, AT&T never asserted that the rates, terms and conditions in the Collocation Settlement Agreement were no longer in effect, nor that they had somehow been superseded by the collocation provisions of the TCLS ICA.

19. On September 26, 2019, AT&T notified Sonic that AT&T had unilaterally issued internal AT&T orders to change the rates applicable to all of Sonic’s collocation arrangements. Prior to imposing the change, AT&T informed Sonic of its intention to make this unilateral change. Sonic strongly disagreed. Sonic directed AT&T’s attention to the clear and unequivocal language of Section 4.4 of the Collocation Settlement Agreement, which mandates that the

Collocation Settlement Agreement controls all future ICAs, including the current AT&T-Sonic ICA. AT&T did not agree with Sonic, and stated its position that that the collocation provisions of the TCLS ICA were in effect and applied to all of Sonic's collocation arrangements.

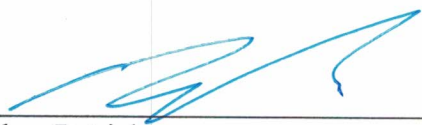
20. AT&T also attempted to unilaterally back bill Sonic for the difference between the TCLS ICA collocation rates and the Collocation Settlement Agreement collocation rates.

21. The TCLS collocation rates are substantially higher than the Collocation Settlement Agreement collocation rates. Sonic estimates that being required to pay the TCLS collocation rates would increase its collocation costs by approximately \$285,000 on an annual basis, assuming no further increase in the number of Sonic collocation arrangements.

22. Sonic has attempted to correct AT&T's misunderstanding of the mandatory and overriding nature of Section 4.4 of the Collocation Settlement Agreement via informal operational meetings and discussions, and has urged AT&T to return to the course of dealing on collocation issues enjoyed by Sonic and AT&T for over 10 years without complaint by AT&T. Those meetings and discussions did not result in any change in AT&T's position.

23. Sonic has also invoked the Informal Dispute Resolution process in the AT&T-Sonic ICA, and has engaged in discussions and negotiations with AT&T in an attempt to resolve the issues that are the subject of this Complaint. Those meetings and discussions did not result in any change in AT&T's position.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 20th day of July, 2020, at Santa Rosa, California.



Nathan Patrick

SONIC TELECOM, LLC
v.
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA

EXHIBIT A

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
SONIC TELECOM, LLC**

This Amendment to the Interconnection Agreement under Section 251 and 252 of the Telecommunications Act of 1996 (“Amendment”) is by and between Sonic Telecom, LLC (“CLEC”), and Pacific Bell Telephone Company d/b/a AT&T California¹ (“AT&T California”), a California corporation, (collectively referred to as “Parties”).

WHEREAS, AT&T California and certain CLECs engaged in negotiations of collocation rates and charges to replace certain interim rates and charges for collocation in California; and

WHEREAS, as the result of said negotiations AT&T California and all interested CLECs entered into a negotiated Settlement Agreement (“Settlement Agreement”) which was approved by the Public Utilities Commission of the State of California (“CA-PUC” or “Commission”) in D.07-03-004 (“Decision”) dated March 01, 2007; and

WHEREAS, CLEC WISHES TO ENTER INTO THE AMENDMENT REACHED IN THAT SETTLEMENT; and

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in this Amendment, the Parties hereby amend their Interconnection Agreement (“Agreement”) to modify the existing collocation rates and charges.

1. Collocation Rates and Charges

Collocation arrangements will be billed as set forth below on a going-forward basis commencing on the Amendment Effective Date by the Commission.

- 1.1 For existing collocation arrangements or augments billed under the FCC Tariff 128 (now renamed FCC 1), and/or CA-PUC-approved 175-T tariff and/or 175-T discounted tariff, the respective tariff rates and charges will become fixed rates and charges, as set forth in Section 2.1 herein.
- 1.2 For existing collocation arrangements or augments, including cageless collocation arrangements, billed under existing CA-PUC-approved interconnection agreements or under AT&T Accessible Letters (“AL”) AL CLECC00-064, AL CLECC00-111, and AL CLECC99-200, the respective rates and charges therein will become fixed rates and charges, as set forth in Section 2.1 herein.
- 1.3 CLEC may elect the AL CLECC00-064 (for non fiber-based collocation elements) and/or AL CLECC00-111 (for fiber-based collocation elements) rates and charges on a going forward basis for all of its collocation arrangements. For avoidance of doubt, the parties agree that an election under this provision will result in the application of rates and charges under AL CLECC00-064 (for non fiber-based collocation elements) and AL CLECC00-111 (for fiber-based collocation elements) on all of CLEC’s existing collocation arrangements. CLEC and AT&T California further agree to execute appropriate amendments to reflect such an election.
- 1.4 For orders for new collocation arrangements and/or augments to existing arrangements placed after the date of approval of the Settlement Agreement by the CA-PUC, the rates and charges under AL CLECC00-064 (for non fiber-based collocation elements) and/or AL CLECC00-111 (for fiber-based collocation elements) will apply on a going forward basis as set forth in Section 2.1.
- 1.5 For all existing and all new collocation arrangements and/or augments for which AT&T California has been charging or would otherwise attempt to charge for power on both feeds (A & B feed) into the DC Power Delivery arrangement, AT&T California agrees to eliminate the charge for redundant power, if any, on a

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as “AT&T California”.

prospective basis, as of the date of approval of the Amendment by the CA-PUC. The Parties further agree that they may voluntarily enter into negotiations regarding DC Power Delivery billing and rating issues (not involving actual rates and charges) upon mutual agreement after the approval of the Amendment by the CA-PUC.

2. Fixed Rates and Charges

2.1 The Parties agree that the rates and charges referenced in Section 1.1 above, for existing and prospective collocation arrangements, will be fixed for a period of ending on March 01, 2010. On March 1, 2010, all rates and charges shall convert to the rates and charges in AL CLECC00-064 (for non fiber-based collocation elements) and AL CLECC00-111 (for fiber-based collocation elements) unless otherwise negotiated and mutually agreed by AT&T California and CLEC, or as ordered by the CA-PUC; provided, however, that the elimination of the charge for redundant power addressed in Section 1.1.5 above shall remain in effect after March 01, 2010, unless otherwise negotiated and mutually agreed by AT&T California and CLEC, or as so ordered by the CA-PUC. Parties may not request a change in collocation rates and until after March 01, 2010.

3. True-up Waiver and Civil Code Section 1542 Release and Discharge

3.1 The Parties acknowledge and agree to a waiver of true-up rights, a release and discharge pursuant to Section 1542 of the California Civil Code and reservation of rights as set forth and limited in sections III and IV of the Settlement Agreement.

4. Miscellaneous Provisions

4.1 Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any provisions with similar purposes. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

4.2 Except as modified herein, all other terms and conditions of the underlying agreement shall remain unchanged.

4.3 This Amendment shall be filed with the CA-PUC and shall become effective the day the CA-PUC approves the Amendment, or, absent such CA-PUC approval, the date this Amendment is deemed approved by operation of law (the "Amendment Effective Date"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the CA-PUC, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions; provided, however, that failure to reach such mutually acceptable new provisions within ninety (90) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

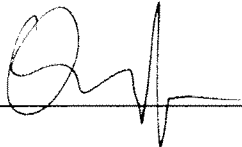
4.4 This Amendment shall be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties, whether negotiated, arbitrated or arrived at through the exercise of Section 252(i) MFN rights unless and until the Parties have mutually agreed to negotiate different collocation rates and charges or the CA-PUC orders different collocation rates and charges.

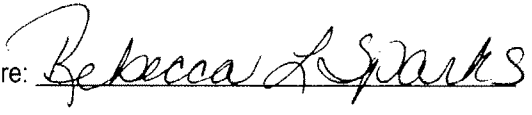
4.5 If the underlying Agreement or any future interconnection agreements(s) expire sooner than March 01, 2010, the Parties agree that this Amendment shall not extend or otherwise alter the term and termination rights of the underlying Agreement or any future interconnection agreements(s), but instead, the Amendment will be incorporated into any successor interconnection agreement(s) between the Parties unless and until the Parties have mutually agreed to negotiate different collocation rates and charges or the CA-PUC orders different collocation rates and charges.

4.6 Any inconsistencies between the provisions of this Amendment and other provisions of the Agreement or future interconnection agreement(s) will be governed by the provisions of this Amendment above.

Sonic Telecom, LLC

Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent

Signature:  _____

Signature:  _____

Name: Dane Jasper
(Print or Type)

Name: Rebecca L. Sparks
(Print or Type)

Title: CEO
(Print or Type)

Title: **EXECUTIVE DIRECTOR - REGULATOR**

Date: 11/21/07

Date: 12-11-07

SONIC TELECOM, LLC
v.
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA

EXHIBIT B



KRISTOPHER E. TWOMEY

TELECOM/INTERNET LAW ■ REGULATORY CONSULTING

November 25, 2009

Via FED EX

Director/Manager
AT&T California
Four SBC Plaza
311 S. Akard Street, Room 940.01
Dallas, TX 75202

NOTICE OF ADOPTION
Under Section 252(l) of the Communications Act of 1934

To Whom It May Concern:

This letter provides notice to SBC dba AT&T California that pursuant to Section 252(i) of the Communications Act, and the revised version of Rule 7.1 attached to Resolution ALJ-181 of the California Public Utilities Commission, Sonic Telecom, LLC has elected to adopt the Interconnection Agreement and all amendments thereto between SBC dba AT&T California and Telephone Connection Local Services, LLC.

Upon the passage of time provided in Resolution ALJ-181 and Rule 7.1 cited above, the above-referenced Agreement will become effective on December 16, 2009, as between Sonic Telecom, LLC and AT&T California. If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristopher E. Twomey'.

Kristopher E. Twomey
Counsel to Sonic Telecom, LLC

cc: CPUC

SONIC TELECOM, LLC
v.
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA

EXHIBIT C



November 25, 2009

Via FED EX

U-7002-C
Advice Letter No. 7

TD PAL Coordinator
Telecommunications Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Re: Notice of Adoption by Sonic Telecom, LLC of the Interconnection Agreement between SBC dba AT&T California and Telephone Connection Local Services, LLC

Enclosed for filing with the California Public Utilities Commission ("Commission") under Section 252(i) of the Telecommunications Act of 1996 ("Act") and the revised version of Rule 7.1 attached to Resolution ALJ-181 of the "Commission" is an original copy and a CD with electronic files of Advice Letter No. 7, which encloses a copy of a Notice of Adoption advising AT&T California that Sonic Telecom, LLC¹ has elected to adopt the Interconnection Agreement ("Agreement") between SBC dba AT&T California and Telephone Connection Local Services, LLC including all amendments thereto.

Sonic Telecom, LLC expressly limits this adoption request to all sections of the Agreement that remain in force. Specifically, Sonic Telecom, LLC declines any provisions that are unavailable as a result of the *Triennial Review Order*, CC Docket Nos. 01-338, 96-98, and 98-147; *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*"); and the subsequent Triennial Review Order on Remand as released on February 5, 2005. Sonic Telecom, LLC, through counsel, respectfully requests that the Commission expedite the processing of this advice letter and notes that Commission approval for an opt-in agreement is not necessary.² The FCC held in 1996 that a carrier electing to adopt an agreement pursuant to Section 252(i) of the Act "need not make such requests pursuant to the procedures for initial section 251 requests, but shall be permitted to obtain its statutory rights on an expedited basis."³

¹ Sonic Telecom, LLC was approved as a CLC by the Commission on November 9, 2006. Its utility number is U7002C.

² Resolution ALJ-178 was adopted by the Commission at its regular meeting on November 18, 1999, and became effective on that date. Resolution ALJ-178 adopts an expedited procedure for carriers to opt-in to preexisting agreements, with little Commission intervention in the process, unless the Incumbent Local Exchange Carrier (ILEC) disputes the adoption on the basis of the requirements of §51.809. Under Revised Rule 7.2 of Resolution ALJ-178, the carrier's advice letter filing becomes effective on the 16th day after filing, unless the incumbent requests arbitration "based solely on the requirements in §51.809."

³ First Report and Order on Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 ("Local Competition Order"), CC Docket No. 96-98, FCC 96-325 (released August 8, 1996), at ¶1321.

Moreover, the FCC has recognized the need for carriers to be able to opt-in to a previously approved interconnection agreement without the delays associated with the extended processes for negotiation and approval under Section 251. The FCC concluded “that the nondiscriminatory, pro-competition purpose of Section 252(i) would be defeated were requesting carriers required to undergo a lengthy negotiation and approval process pursuant to Section 251 before being able to utilize the terms of a previously approved agreement.”⁴ The FCC observed that since the underlying agreement has already been subject to state review under Section 252(e) of the Act, the expedited process for Section 252(i) opt-ins “would be substantially quicker than the time frame for negotiation, and approval, of a new interconnection agreement.”⁵

Taking heed of these observations, Resolution ALJ-178 rightfully finds now that carriers such as Sonic Telecom, LLC are entitled to expedited processing of their adoption requests. Accordingly, Sonic Telecom, LLC urges that this advice letter be processed under the Commission-approved review procedure that permits the advice letter to become effective on the 16th day after filing.⁶ A copy of this advice letter and the underlying Notice of Adoption have been sent to AT&T California’s Director/Manager on this date via overnight delivery.

Anyone may protest this letter to the California Public Utilities Commission. The protest must set forth the specific ground on which it is based, and any such protest may only address provisions of this Agreement that are alleged to be anti-competitive or unduly discriminatory. A protest must be made in writing and received within twenty (20) days of the date this advice letter was filed with the Commission. The address for mailing or delivering a protest to the Commission is:

Director, Telecommunications Division
California Public Utilities Commission
505 Van Ness Avenue, Room 3210
San Francisco, CA 94102

⁴ *Local Competition Order* at ¶1321.

⁵ *Global NAPs, Inc. Petition for Preemption of Jurisdiction of the New Jersey Board of Public Utilities Regarding Interconnection Disputes with Bell Atlantic-New Jersey, Inc.* (“Global NAPs”), CC Docket No. 99-154, FCC 99-199 (Released August 3, 1999), at ¶4, footnote 14.

⁶ Revised Rule 7 of Resolution ALJ-178 permits carriers intending to opt-in to existing agreements to initiate the advice letter process. Sonic Telecom, LLC is filing this advice letter to preserve and memorialize the exercise of its statutory rights to opt-in to the SBC dba AT&T California Agreement and the commencement of the new Sonic Telecom, LLC./Telephone Connection Local Services, LLC Agreement.

Advice Letter No. 7
Sonic Telecom, LLC – U7002C
November 25, 2009
Page 3

The address for mailing or delivering a protest to Sonic Telecom, LLC is:

Kristopher E. Twomey
Law Office of Kristopher E. Twomey, P.C.
334 Hanover Avenue
Oakland, CA 94606

The address for mailing or delivering a protest to AT&T California is:

Director/Manager, Contract Management
AT&T California
Four SBC Plaza
311 S. Akard Street, Room 940.01
Dallas, TX 75202

We would like this filing to become effective as soon as possible.

Respectfully submitted,



Kristopher E. Twomey
Counsel to Sonic Telecom, LLC

Enclosures

cc: Director/Manager, AT&T California

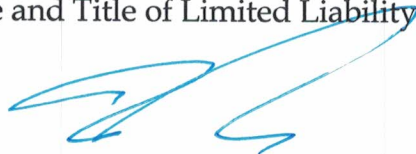
VERIFICATION

I am an officer of Sonic Telecom, LLC, the complaining limited liability company herein, and am authorized to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to the matters which are therein stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 7/20/2020, at Santa Rosa, California.
(date) (city)

Signature and Title of Limited Liability Company Officer:



(Signature)

Nathan Patrick

(Name)

CTO

(Title)