



SBC Wisconsin  
722 N. Broadway  
Floor 13  
Milwaukee, WI 53202

August 26, 2005

Ms. Christy Zehner  
Secretary to the Commission  
Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, Wisconsin 53707-7854

Re: Application for the Approval of a Name Change Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin<sup>1</sup>, and Qwest Communications, Inc. This Amendment changes the name of Qwest Communications, Inc. to that of Qwest Corporation.

Dear Ms. Zehner:

Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and Qwest Communications, Inc. hereby request approval, pursuant to 47 U.S.C. 252, of this Name Change Amendment to the Interconnection Agreement between Qwest Communications, Inc. and Wisconsin Bell, Inc., d/b/a SBC Wisconsin. This Amendment changes the name of Qwest Communications, Inc. to that of Qwest Corporation.

I have been authorized by Qwest Communications, Inc., to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Qwest Corporation  
Thomas P. Stebell  
1314 Douglas on the Mall, 6<sup>th</sup> floor  
Omaha, NE 68102  
Tel: 402-422-2141  
Fax: 402-422-2162

Very Truly Yours,

Joan Schoenberger

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<sup>1</sup> Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

**AMENDMENT TO  
RECIPROCAL COMPENSATION AGREEMENT  
BY AND BETWEEN  
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN  
AND  
QWEST COMMUNICATIONS, INC.**

This Amendment to the Reciprocal Compensation Agreement For Extended Area Service (the "Amendment") is dated as of \_\_\_\_\_, 2005, by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin") and Qwest Corporation (f/k/a Qwest Communications, Inc.), with its principal offices at 1314 Douglas-On-The-Mall, 6<sup>th</sup> Floor, Omaha, NE 68102 ("Qwest Corporation").

WHEREAS, SBC Wisconsin and Qwest Communications, Inc. ("Qwest Communications, Inc.") are the parties to that certain "Reciprocal Compensation Agreement For Extended Area Service" dated as of June 6, 2005 (the "Agreement"); and

WHEREAS, Qwest Communications, Inc. has changed its name to "Qwest Corporation", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Wisconsin and Qwest Corporation hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Qwest Communications, Inc." to "Qwest Corporation."
2. SBC Wisconsin shall reflect that name change from "Qwest Communications, Inc." to "Qwest Corporation" only for the main billing account (header card) for each of the accounts previously billed to Qwest Communications, Inc. SBC Wisconsin shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Wisconsin's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Qwest Corporation affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Qwest Communications, Inc. with SBC Wisconsin for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Qwest Communications, Inc. shall operate with SBC Wisconsin under the "Qwest Corporation" name for those accounts. Such operation shall include, by way of example only, submitting orders under Qwest Corporation, and labeling (including re-labeling) equipment and facilities with Qwest Corporation.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on

Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”); the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) (“ISP Compensation Order”), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC’s Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively “Government Actions”). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **SBC-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC’s own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC’s Order *In the Matter of Petition for Declaratory Ruling that AT&T’s Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that **SBC-13STATE** has adopted the FCC ISP terminating compensation plan (“FCC Plan”) in an **SBC-13STATE** state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **SBC-13STATE**’s right to exercise its option at any time to adopt on a date specified by **SBC-13STATE** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan’s prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) (“Provisions”) of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party (“Written Notice”). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

7. This Amendment shall be effective upon approval by the Public Service Commission of Wisconsin (PSC-WI)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

**Qwest Corporation**

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC  
Operations, Inc., its authorized agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FACILITIES-BASED OCN # \_\_\_\_\_**

**ACNA \_\_\_\_\_**

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

**Qwest Corporation**

By: 

Name: Dan E. Hull  
(Print or Type)

Title: Director Carrier Relations  
(Print or Type)

Date: 8/2/05

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Operations, Inc., its authorized agent**

By: 

Name: Mike Auinbauh  
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: AUG 17 2005

FACILITIES-BASED OCN # 5142

ACNA UWC