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**VIA HAND DELIVERY**

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Mr. Brandon M. Frey  
Executive Secretary  
Louisiana Public Service Commission  
Galvez Building, 12th Floor  
602 North 5th St.  
Baton Rouge, Louisiana 70802

Re: Request of Brightspeed of Louisiana, LLC and Brightspeed of South Arkansas, LLC for Approval or Non-Opposition to Transfer Certain Assets to Brightspeed Fiber Connection LLC and Brightspeed Fiber Services LLC

Dear Secretary Frey:

Brightspeed of Louisiana, LLC ("Brightspeed-LA") and Brightspeed of South Arkansas, LLC ("Brightspeed-SA" and together with Brightspeed-LA, the "Parties"), through their undersigned counsel and pursuant to Louisiana Public Service Commission ("LPSC" or "Commission") General Order dated March 18, 1994, as amended, hereby respectfully request that the Commission issue an order of approval or non-opposition for the Parties to complete a *pro forma* transfer of certain assets, including customer contracts and related telecommunications network facilities, from Brightspeed-LA and Brightspeed-SA to their affiliates, Brightspeed Fiber Connection LLC ("Brightspeed Fiber Connection"), and Brightspeed Fiber Services LLC ("Brightspeed Fiber Services") (the "*Pro Forma* Transfer").<sup>1</sup>

As described herein, the Parties seek approval or non-opposition for the *Pro Forma* Transfer in connection with a new financing initiative by the Parties and their affiliates to support their continued deployment of fiber connectivity throughout Louisiana and in other states. Grant of this request ("Request") will further the public interest by promoting fiber deployment to rural and underserved areas of the State, and will not cause any disruption to or have other negative effects on the Parties' customers.

The Parties submit the following information in support of this Request.

**I. DESCRIPTION OF THE PARTIES**

Brightspeed-LA, formerly known as CenturyLink of Louisiana, LLC, is an incumbent local exchange carrier ("ILEC") doing business in Louisiana, Texas, and Arkansas with its corporate headquarters located at 1120 South Tryon Street, Suite 700, Charlotte, NC 28203. Brightspeed-

<sup>1</sup> As part of the planned *Pro Forma* Transfer, another of Brightspeed Fiber Connection's and Brightspeed Fiber Services' affiliates, Brightspeed Broadband, LLC also plans to transfer certain assets and customers to Brightspeed Fiber Connection and Brightspeed Fiber Services. Concurrent with this Request, Brightspeed Broadband, LLC, Brightspeed Fiber Connection, and Brightspeed Fiber Services are filing a notice pursuant to Section 301.M of the Local Competition Regulations and the Commission's December 14, 2006 General Order (R-29564) regarding transfer of assets and customers and an associated *pro forma* change of certain direct and intermediary parents of Brightspeed Fiber Connection and Brightspeed Fiber Services.

LA is authorized to provide local telecommunications services in Louisiana and has been certificated by the Commission as an Eligible Telecommunications Carrier ("ETC").<sup>2</sup>

Brightspeed-SA, formerly known as CenturyTel of South Arkansas, Inc., is an ILEC doing business in Arkansas and Louisiana with its corporate headquarters located at 1120 South Tryon Street, Suite 700, Charlotte, NC 28203. Brightspeed-SA is authorized to provide local telecommunications services in Louisiana and has been certificated by the Arkansas Public Service Commission as an ETC in Arkansas.

Brightspeed Fiber Connection LLC is a Delaware limited liability company with its corporate headquarters located at 1120 South Tryon Street, Suite 700, Charlotte, NC 28203. Brightspeed Fiber Connection holds authority to operate as a facilities-based competitive access provider ("CAP") in Louisiana pursuant to LPSC Certificate Number TSP00833 dated January 6, 2026, granted in Commission Docket No. S-37610.

Brightspeed Fiber Services LLC is a Delaware limited liability company with its corporate headquarters located at 1120 South Tryon Street, Suite 700, Charlotte, NC 28203. Brightspeed Fiber Services holds authority to operate as a facilities-based CAP in Louisiana pursuant to LPSC Certificate Number TSP00832 dated January 6, 2026 granted in Commission Docket No. S-37609.

The Parties, Brightspeed Fiber Connection, and Brightspeed Fiber Services are wholly owned, indirect subsidiaries of Connect Holding II LLC ("Connect Holding II"), a Delaware limited liability company with its headquarters at 1120 South Tryon Street, Suite 700, Charlotte, NC 28203. Connect Holding II, through its subsidiaries, provides voice and data services to enterprise, government, wholesale, and retail customers in twenty states, including Louisiana, under the "Brightspeed" brand name.<sup>3</sup>

## II. DESCRIPTION OF THE *PRO FORMA* TRANSFER

The *Pro Forma* Transfer is part of a new financing initiative by Brightspeed to support its continued deployment of fiber connectivity across Louisiana and other states, including in rural and underserved regions. Brightspeed-LA and Brightspeed-SA will assign to Brightspeed Fiber Connection and Brightspeed Fiber Services certain fiber network assets, including communications optical fiber and associated telecommunications equipment and customer contracts. Brightspeed-LA and Brightspeed-SA will assign to Brightspeed Fiber Connection certain enterprise and wholesale customer contracts for fiber-based transport services such as private line, Ethernet, and optical wavelength.

The *Pro Forma* Transfer is not part of any merger, consolidation, acquisition or other change in ownership or control of Brightspeed-LA or Brightspeed-SA, and does not involve the transfer of ownership or other indicia of control of the Parties.

Following the *Pro Forma* Transfer, Brightspeed Fiber Connection and Brightspeed Fiber Services will own and operate the transferred assets to provide the relevant fiber-based transport services to the transferred customer accounts under the same rates, terms, and conditions as provided by the Parties. To the extent offered, Brightspeed-LA and Brightspeed-SA will continue providing all existing services to non-transferred customer accounts, including all copper-based

<sup>2</sup> See Order No. U-22769 (Nov. 6, 1997).

<sup>3</sup> Connect Holding II does not directly provide any telecommunications services and is not certificated by the Commission. Connect Holding II and its parents and subsidiaries are collectively referred hereto as "Brightspeed."

services, Lifeline-supported services, Louisiana State Universal Service Fund-supported services, and fiber-based voice services pursuant to their respective customer contracts, applicable LPSC tariffs and their Carrier of Last Resort ("COLR") obligations as facilities-based carriers.<sup>4</sup> Brightspeed-LA, Brightspeed-SA, and Brightspeed Fiber Connection and Brightspeed Fiber Services will enter into one or more intercompany agreements to allow Brightspeed-LA and Brightspeed-SA to use the relevant portions of the transferred assets as needed to continue providing these services. The retained assets of Brightspeed-LA and Brightspeed-SA will not be pledged, mortgaged or otherwise encumbered as part of the *Pro Forma* Transfer.

As applicable, the Parties will provide notice to those customers whose enterprise and wholesale customer contracts are transferred to Brightspeed Fiber Connection at least 30 days prior to the *Pro Forma* Transfer, consistent with the Federal Communications Commission's regulations.<sup>5</sup>

Finally, the *Pro Forma* Transfer will support certain financing arrangements under which Brightspeed Fiber Connection will serve as guarantor of, and pledge its assets as collateral to secure, certain security issuances by its parent entity. Due to Brightspeed Fiber Connection's and Brightspeed Fiber Services' status as a CAP (non-ILEC), Commission approval is not required for the financing arrangements.<sup>6</sup> The financing arrangements will raise additional capital to support the Brightspeed entities' ongoing operations in Louisiana and other states, including their continued deployment of fiber facilities to hard-to-serve areas of the State.

### III. PUBLIC INTEREST CONSIDERATION

Grant of this Request will serve the public interest. Brightspeed Fiber Connection and Brightspeed Fiber Services will acquire certain fiber facilities of its affiliates and operate them to continue to provide high-quality services to Brightspeed-LA's and Brightspeed-SA's customers in an efficient and cost-effective manner; while simultaneously Brightspeed-LA and Brightspeed-SA will continue to provide all mandated Universal Services and continue to fulfill all obligations pursuant to Sections 501 (SUSF) and 601 of the Commission's Local Competition Regulations, as amended, as facilities-based Carriers of Last Resort.

The *Pro Forma* Transfer will not affect the Commission's regulatory authority over the jurisdictional services of Brightspeed-LA, Brightspeed-SA, Brightspeed Fiber Connection and Brightspeed Fiber Services. Post-transaction, the Commission will retain the regulatory authority over these entities that it possesses today.

Approving the *Pro Forma* Transfer will further enable Brightspeed to continue its fiber buildout throughout Louisiana, including in rural and underserved communities. The *Pro Forma* Transfer will be seamless to the transferred customers, who, after the transfer, will continue

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<sup>4</sup> Brightspeed-LA and Brightspeed-SA will continue to provide all mandated Universal Services and continue to fulfill all obligations pursuant to Sections 501 (SUSF) and 601 (COLR) of the Commission's Local Competition Regulations, as amended, as facilities-based Carriers of Last Resort. See also, LPSC General Order dated February 9, 2009 (R-30480).

<sup>5</sup> 47 C.F.R. § 64.1120(e). The LPSC's slamming regulations do not apply because those certain enterprise and wholesale customer contracts for fiber-based transport services (such as private line, Ethernet, and optical wavelength) that are being transferred to Brightspeed Fiber Connection are provided on a wholesale basis and are jurisdictionally interstate. See Attachment B to LPSC General Order No. R-30347 (dated April 16, 2009), as amended.

<sup>6</sup> See General Order dated December 14, 2006, Docket No. R-29564 (adding Section 301.M to the Commission's Local Competition Regulations, and modifying the March 18, 1994 General Order by adding Section 6 stating that the March 18, 1994 General Order "shall be superseded by Section 301 M. of the Commission's Regulations for Competition in the Local Telecommunications Market for the classes of TSPs contained therein").

receiving the same services under the same rates, terms, and conditions and under the same "Brightspeed" brand that they are familiar with. The services will also be supported by the same customer service, technical, and operational personnel, and be managed by the same experienced Brightspeed management team currently overseeing the Brightspeed entities operating in Louisiana.<sup>7</sup> The *Pro Forma* Transfer will therefore not cause any disruption to, or otherwise negatively affect, the customers' experience with the transferred services. As mentioned above, the *Pro Forma* Transfer will facilitate certain financing arrangements that will allow Brightspeed to raise additional capital to support its provision of high-quality services in Louisiana and other states, as well as its continued deployment of fiber facilities to hard-to-serve areas of the State.

In addition, please see **Exhibit A** for the Parties' responses to the 18 factors of the March 18, 1994 General Order.

#### **IV. CONTACT INFORMATION**

For purposes of this filing, all communications should be directed to:

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<sup>7</sup> As mentioned above, following the *Pro Forma* Transaction, the daily operations of Brightspeed Fiber Connection and Brightspeed Fiber Services will be managed by the experienced management team of Connect Holding II through Connect Holding II's wholly owned subsidiary, Brightspeed Management, LLC.

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## V. CONCLUSION

For the reasons stated herein, the Parties respectfully request that the Commission issue an order of approval or non-opposition for the Parties to complete the *Pro Forma* Transfer.

The Parties further respectfully request that notice of this filing be published in the Commission's April 24, 2026 Official Bulletin, allowing for a 15-day notice period, and that this matter be considered and approved by the Commission.

Should you have any questions concerning this matter, please do not hesitate to contact

**Respectfully submitted,**  
**PHELPS DUNBAR LLP**



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***Counsel for the Parties***

## EXHIBIT A

### 1. Whether the transfer is in the public interest.

Please see Section III of the Request, above.

### 2. Whether the purchaser is ready, willing, and able to continue providing safe, reliable, and adequate service to the utility's ratepayers.

Brightspeed Fiber Connection and Brightspeed Fiber Services are ready, willing, and able to provide safe, reliable, and adequate service to the transferred customers. Brightspeed Fiber Connection and Brightspeed Fiber Services possess the financial capabilities to provide telecommunications services in the State of Louisiana. Brightspeed Fiber Connection and Brightspeed Fiber Services will possess assets and associated cash flow upon completion of the *Pro Forma* Transfer, and will operate under the strong financial position of their parent, Connect Holding II. Brightspeed Fiber Connection and Brightspeed Fiber Services also possess the managerial and technical capabilities to provide the proposed services. Brightspeed Fiber Connection and Brightspeed Fiber Services will be managed by the same experienced Brightspeed team currently overseeing the other Brightspeed entities' telecommunications service operations in Louisiana and 19 other states.<sup>8</sup>

For more information on the capabilities of Brightspeed Fiber Connection and Brightspeed Fiber Services, please see Docket Nos. S-37610 and S-37609, respectively, whereby their respective authorities to operate as facilities-based competitive access providers (CAP) in Louisiana were granted.

### 3. Whether the transfer will maintain or improve the financial condition of the resulting public utility or common carrier.

As described in the Request above, the *Pro Forma* Transfer will support financing arrangements that will improve the financial conditions of the Parties and other Brightspeed entities operating in Louisiana.

### 4. Whether the proposed transfer will maintain or improve the quality of service to public utility or common carrier ratepayers.

For the reasons discussed above in Section III, the *Pro Forma* Transfer will not negatively impact the quality of the Parties' services in Louisiana. As noted above, Brightspeed-LA and Brightspeed-SA will continue to provide all mandated Universal Services and continue to fulfill all obligations pursuant to Sections 501 (SUSF) and 601 (COLR) of the Commission's Local Competition Regulations, as amended, as facilities-based Carriers of Last Resort.

### 5. Whether the transfer will provide net benefits to ratepayers in both the short term and the long term and provide a ratemaking method that will ensure, to the fullest extent possible, that ratepayers will receive the forecasted short and long term benefit.

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<sup>8</sup> The daily operations of Brightspeed Fiber Connection and Brightspeed Fiber Services will be managed by the experienced management team of Connect Holding II through Connect Holding II's wholly owned subsidiary, Brightspeed Management, LLC.

For the reasons discussed above in Section III, the *Pro Forma* Transfer will result in net benefits to Louisiana in both the long and short term by strengthening the Parties' financial position and enabling additional network buildout in the State.

**6. Whether the transfer will adversely affect competition.**

The *Pro Forma* Transfer will not lead to any decrease in the number of providers in Louisiana or otherwise negatively affect competition in the telecommunications market in the State. As further described in the Request above, the *Pro Forma* Transfer will make the Parties more effective competitors in the State by improving the Parties' and their affiliates' financial positions, thereby increasing competition in the State.

**7. Whether the transfer will maintain or improve the quality of management of the resulting public utility or common carrier doing business in the State.**

The *Pro Forma* Transfer will not result in any changes to the management of the Parties.

**8. Whether the transfer will be fair and reasonable to the affected public utility or common carrier employees.**

The *Pro Forma* Transfer will be fair and reasonable to the Parties' employees. The Parties do not plan to make any changes to any existing employee contracts in Louisiana as a result of the *Pro Forma* Transfer. Nor would the *Pro Forma* Transfer otherwise have any adverse effect on such employees. The Parties do not plan to make any changes to any existing employee contracts in Louisiana as a result of the *Pro Forma* Transfer.

**9. Whether the transfer would be fair and reasonable to the majority of all affected public utility or common carrier shareholders.**

The *Pro Forma* Transfer is internal to Brightspeed and does not affect other public utility or common carrier shareholders. The *Pro Forma* Transfer will be fair and reasonable to the affected Brightspeed entities, all of which have consented to the proposed *Pro Forma* Transfer.

**10. Whether the transfer will be beneficial on an overall basis to State and local economies and to the communities in the area served by the public utility or common carrier.**

As described in Section III of the Request above, the *Pro Forma* Transfer will be beneficial for Louisiana as a whole, and for the communities within the relevant service areas in particular. The *Pro Forma* Transfer will strengthen the Parties' and their Louisiana operating affiliates' financial positions, making them more effective competitors in the telecommunications market in the state and allowing them to continue expanding their fiber network into unserved and underserved communities.

**11. Whether the transfer will preserve the jurisdiction of the Commission and the ability of the Commission to effectively regulate and audit public utility's or common carrier's operations in the State.**

The *Pro Forma* Transfer will not affect the Commission's jurisdiction over the Parties. Following the *Pro Forma* Transfer, the Parties will retain their existing authorizations issued by the Commission and remain subject to the Commission's regulation. Brightspeed-LA and Brightspeed-SA will continue to provide all mandated Universal Services and continue to fulfill all

obligations pursuant to Sections 501 (SUSF) and 601 (COLR) of the Commission's Local Competition Regulations, as amended, as facilities-based Carriers of Last Resort.

**12. Whether conditions are necessary to prevent adverse consequences which may result from the transfer.**

No conditions are necessary because the *Pro Forma* Transfer will not adversely affect competition, service quality, competitive rates, employees, or consumers in Louisiana. Brightspeed-LA and Brightspeed-SA will continue to provide all mandated Universal Services and continue to fulfill all obligations pursuant to Sections 501 (SUSF) and 601 (COLR) of the Commission's Local Competition Regulations, as amended, as facilities-based Carriers of Last Resort.

**13. The history of compliance or noncompliance of the proposed acquiring entity or principals or affiliates have had with regulatory authorities in this state or other jurisdictions.**

Brightspeed Fiber Connection and Brightspeed Fiber Services have authority to operate as competitive access providers (CAPs) in Louisiana. They do not yet provide services in the State. Brightspeed Fiber Connection's and Brightspeed Fiber Services' affiliates providing services subject to the Commission's jurisdiction in the State have a strong record of compliance with the Commission's regulations that will continue after the completion of the *Pro Forma* Transfer.

**14. Whether the acquiring entity, persons, or corporations have the financial ability to operate the public utility or common carrier system and maintain or upgrade the quality of the physical system.**

Brightspeed Fiber Connection and Brightspeed Fiber Services possess the financial ability to operate and maintain the transferred assets. Additional information regarding Brightspeed Fiber Connection's and Brightspeed Fiber Services' financial capabilities were included in Brightspeed Fiber Connection's and Brightspeed Fiber Services' applications in Docket Nos. S-37610 and S-37609, respectively, regarding their granted authorities to operate as facilities-based competitive access providers (CAP) in Louisiana.

**15. Whether any repairs and/or improvements are required and the ability of the acquiring entity to make those repairs and/or improvements.**

Brightspeed Fiber Connection and Brightspeed Fiber Services possess the financial ability to operate and maintain the transferred assets. As noted, the *Pro Forma* Transfer will strengthen the Parties' and their Louisiana operating affiliates' financial positions, making them more effective competitors in the telecommunications market in the State and allowing them to continue expanding their fiber network into unserved and underserved communities

**16. The ability of the acquiring entity to obtain all necessary health, safety, and other permits.**

Brightspeed Fiber Connection and Brightspeed Fiber Services will obtain all necessary health, safety, and other permits as applicable.

**17. The manner of financing the transfer and any impact that may have on encumbering the assets of the entity and the potential impact on rates.**

The Parties anticipate that the cost of the *Pro Forma* Transfer will be borne by Brightspeed Fiber Connection and Brightspeed Fiber Services, and will be financed in part or in whole through funds raised through the financing arrangements described in the above Request that the *Pro Forma* Transfer is intended to support. The retained assets of Brightspeed-LA and Brightspeed-SA will not be pledged, mortgaged or otherwise encumbered as part of the *Pro Forma* Transfer.

As explained in Section II of the Request, the *Pro Forma* Transfer will support certain financing arrangements under which Brightspeed Fiber Connection will serve as a guarantor of, and pledge its assets as collateral to secure, certain security issuances by its parent entity. However, due to Brightspeed Fiber Connection's status as a CAP (non-ILEC), Commission approval is not required for the financing arrangements.<sup>9</sup> The financing arrangements will raise additional capital to support the Brightspeed entities' ongoing operations in Louisiana and other states, including their continued deployment of fiber facilities to hard-to-serve areas of the State.

**18. Whether there are any conditions which should be attached to the proposed acquisition.**

For all of the above-stated reasons, and because there are no adverse consequences anticipated as a result of the *Pro Forma* Transfer, no such conditions are necessary.

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<sup>9</sup> See Footnote 6, above.