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May 22, 2008

VIA HAND DELIVERY

filed electronically in docket office on 05/22/08

Hon. Eddie Roberson
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and AT&T Communications of the South Central States, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 08-00089

Dear Chairman Roberson:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T Communications of the South Central States, LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority four paper copies and one electronic copy of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated March 14, 2006. The Amendment relates to remedy payments.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Bill Peacock, AT&T Communications of the South Central States, LLC
Michelle Bourianoff, Senior Attorney, AT&T Communications of the South Central States, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and AT&T Communications of the South Central States, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

**PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, AT&T Communications of the South Central States, LLC ("AT&T") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated March 14, 2006 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, AT&T and BellSouth state the following:

1. AT&T and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to AT&T. The Interconnection Agreement was filed with the Tennessee Regulatory Authority ("TRA") on April 11, 2006 in Docket No. 06-00096.

2. The parties have recently negotiated an Amendment to the Agreement. The Amendment relates to remedy payments. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and AT&T within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. AT&T and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

AT&T and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 22 day of MAY, 2008.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 22 day of MAY, 2008:

Bill Peacock
AT&T Communications of the
South Central States, LLC
1200 Peachtree St., N.E.
Suite 12254
Atlanta, GA 30309

Senior Attorney
Michelle Bourianoff
919 Congress
Suite 900
Austin, TX 78701-2444


Guy M. Hicks

**Amendment to the Agreement
Between
AT&T Communications of the South Central States, LLC
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South Carolina and
AT&T Tennessee
Dated March 14, 2006**

Pursuant to this Amendment, (the "Amendment"), AT&T Communications of the South Central States, LLC (AT&T), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 14, 2006 (Agreement) to be effective after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, the Parties entered into the Agreement on March 14, 2006, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree that Section 13.1 of the General Terms & Conditions, "Service Quality Measurement" is deleted in its entirety and replaced with the following:

13.1 Notwithstanding any language of Attachment 9 (Performance measures/Remedies) to the contrary, AT&T Communications of the South Central States, LLC, agrees that AT&T Tennessee shall provide no remedy payments to AT&T Communications of the South Central States, LLC. All other obligations under Attachment 9 - Service Quality Measurements shall remain in full force and affect.
2. All of the other provisions of the Agreement, dated March 14, 2006, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
4. By entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any

orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

AT&T Communications of the South Central
States, LLC

By: Bill C. Peacock

Name: Bill C. Peacock

Title: Director-Interconnection
Agreements

Date: 3/13/08

BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T
Georgia, AT&T Kentucky, AT&T Louisiana,
AT&T Mississippi, AT&T North Carolina, AT&T
South Carolina and AT&T Tennessee

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 3/18/08

	<u>OCN #</u>	<u>ACNA</u>
TENNESSEE	_____	_____

AT&T - TN