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January 27, 2009

VIA HAND DELIVERY

Chairman Eddie Roberson
c/o Sharla Dillon, Dockets
and Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

electronically filed in docket office on 01/27/09

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and T-Mobile USA, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 09-00014

Dear Chairman Roberson:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, T-Mobile USA, Inc. and BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee are hereby submitting to the Tennessee Regulatory Authority the original plus four paper copies and one electronic copy of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated May 1, 2003. The Amendment replaces Attachment A – Affiliates in the Interconnection Agreement.

Thank you for your attention to this matter.

Sincerely yours,


Guy M. Hicks

cc: General Counsel, T-Mobile USA, Inc.
Carrier Management, T-Mobile USA, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and T-Mobile USA, Inc. 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.
D/B/A AT&T TENNESSEE AND T-MOBILE USA, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, T-Mobile USA, Inc. ("T-Mobile") and BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T"), and file this request for approval of the Amendment to the Interconnection Agreement dated May 1, 2003 (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, T-Mobile and AT&T state the following:

1. T-Mobile and AT&T have successfully negotiated an agreement for interconnection of their networks, thereby facilitating T-Mobile's provision of commercial mobile radio services ("CMRS") to both residential and business customers in Tennessee. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 18, 2003.
2. The parties have recently negotiated an Amendment to the Agreement which replaces Attachment A-Affiliates in the Interconnection Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e)(2)(a)(i) of the Telecommunications Act of 1996, T-Mobile and AT&T are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is 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 AT&T and T-Mobile 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. T-Mobile and AT&T 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, AT&T shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

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

This 27 day of January, 2009.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A AT&T TENNESSEE

By: 

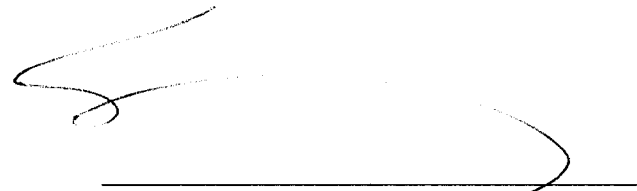
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for AT&T

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 27 day of January, 2009:

T-Mobile USA, Inc.
ATTN: General Counsel
12920 SE 38th Street
Bellevue, WA 98006

T-Mobile USA, Inc.
ATTN: Carrier Management
12920 SE 38th Street
Bellevue, WA 98006



Guy M. Hicks

**Amendment to the Agreement
Between
T-Mobile USA, Inc.
and
BellSouth Telecommunications, Inc.,
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky,
AT&T Mississippi, AT&T North Carolina, AT&T South Carolina
and AT&T Tennessee
Effective May 1, 2003**

Pursuant to this Amendment, (the "Amendment"), T-Mobile, USA, Inc. ("T-Mobile") and BellSouth Telecommunications, Inc., now d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (collectively, "AT&T"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties effective May 1, 2003 (the "Agreement").

WHEREAS, AT&T and T-Mobile entered into the Agreement effective May 1, 2003, and:

WHEREAS, the Parties desire to amend the Agreement to update the affiliates listed in Attachment A;

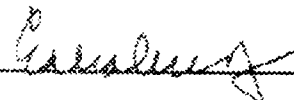
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:


1. Delete from the Agreement Attachment A and replace with Attachment A to this Amendment, which is incorporated herein by reference:
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In 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 may have not yet incorporated into the Agreement or which may be the subject of further review.
4. This Amendment shall be filed with and is subject to approval by the respective State Commissions in which the Agreement has been filed and approved; this Amendment shall be effective the date of the last signature executing the amendment (the "Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

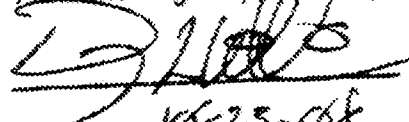
BeltSouth Telecommunications, Inc.,
by AT&T Operations, Inc.,
its authorized agent.

T-Mobile USA, Inc.

By: 
Name: Eddie A. Reed, Jr.
Title: Director - Interconnection Agreements
Date: 12-15-08

By: 
Name: Dave Mayo
Title: Vice President - Engineering
Finance, Strategy & Development
Date: _____

T-Mobile Legal Approval By:


10-23-08

Attachment A

AFFILIATES

T-Mobile South LLC
Powertel/Memphis, Inc.
SunCom Wireless Operating Company, L.L.C.