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filed electronically in docket office 8/16/11

August 15, 2011

VIA HAND DELIVERY

Hon. Eddie Roberson, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth
Telecommunications, LLC dba AT&T Tennessee and Image Access, Inc. dba
Newphone*
Docket No. 11-00135

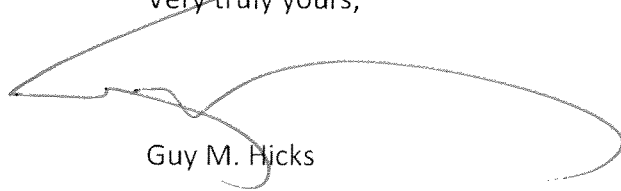
Dear Chairman Roberson:

Enclosed for filing in the referenced docket are the original and one copy of the
*Petition for Approval of the Interconnection Agreement Negotiated by BellSouth
Telecommunications, LLC d/b/a AT&T Tennessee and Image Access, Inc. dba Newphone.*

The Amendment relates to a change in Notice information for Newphone.

AT&T Tennessee respectfully requests that the Authority approve the Agreement.

Very truly yours,


Guy M. Hicks

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC dba AT&T Tennessee and Image Access, Inc. dba Newphone*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, LLC
DBA AT&T TENNESSEE AND IMAGE ACCESS, INC. DBA NEWPHONE**

COME NOW, Image Access, Inc. dba Newphone ("Newphone") and BellSouth Telecommunications, LLC, dba AT&T Tennessee ("AT&T"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Newphone and AT&T state the following:

1. The parties have recently negotiated an Amendment to the Agreement which changes the Notices provision for Newphone. A copy of the Amendment is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Newphone and AT&T are submitting their Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and Newphone 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.

4. Newphone and AT&T aver that the Agreement is consistent with the standards for approval.

5. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

Newphone and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, LLC
DBA AT&T TENNESSEE

By: 

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
IMAGE ACCESS, INC. DBA NEWPHONE AND IN FLORIDA, IMAGE ACCESS, INC. DBA NEWPHONE,
INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC 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**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC 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-9STATE") and Image Access, Inc. in Alabama, Kentucky, Mississippi, North Carolina and Tennessee; Image Access, Inc. dba NewPhone, Inc. in Florida; Image Access, Inc. dba NewPhone in Georgia, Louisiana and South Carolina ("CLEC"). AT&T-9STATE and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

WHEREAS, AT&T-9 STATE and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), Effective April 19, 2006 and as subsequently amended (the "Agreement");

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. AT&T-9STATE shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The Parties agree to delete and replace in its entirety Section 19 of the General Terms and Conditions with the following:
 - 19.1 Subject to Section 19.1.2, Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 19.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
 - 19.1.2 delivered by facsimile provided CLEC and/or AT&T-9STATE has provided such information in Section 19.3 below.
 - 19.2 Notices will be deemed given as of the earliest of:
 - 19.2.1 the date of actual receipt;
 - 19.2.2 the next Business Day when sent via express delivery service;
 - 19.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
 - 19.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Gene R. Dry Vice President
STREET ADDRESS	111 Veterans Blvd. Ste 1620
CITY, STATE, ZIP CODE	Metairie, LA 70005
FACSIMILE NUMBER	(504) 274-1701
PHONE NUMBER*	(504) 274-1717

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Paul F. Guarisco Attorney
STREET ADDRESS	II City Plaza 400 Convention St., Suite 1100
CITY, STATE, ZIP CODE	Baton Rouge, LA 70802
FACSIMILE NUMBER	N/A
PHONE NUMBER*	(225) 376-0241

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 9 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006


*Informational only and not to be considered as an official notice vehicle under this Section.

- 19.4 Either Party may unilaterally change its designated contact name, address, and/or facsimile number for the receipt of notices by giving written Notice to the other Party in compliance with this Section. Any Notice to change the designated contact name, address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 19.5 AT&T-9STATE communicates official information to CLECs via its Accessible Letter or other applicable notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. 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 have not yet fully incorporated into this Agreement or which may be the subject of further review.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

Image Access, Inc. in Alabama, Kentucky, Mississippi, North Carolina and Tennessee; Image Access, Inc. dba NewPhone, Inc. in Florida; Image Access, Inc. dba NewPhone in Georgia, Louisiana and South Carolina

BellSouth Telecommunications, LLC 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 AT&T Services, Inc., its authorized agent

Signature: 

Signature: 

Name: GENE DRY
(Print or Type)

Name: Patrick Doherty
(Print or Type)

Title: VICE PRESIDENT
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 8/5/11

Date: AUG 16 2011

	<u>Resale OCN</u>	<u>ULEC OCN</u>
ALABAMA	6043	080C
FLORIDA	6043	049B
GEORGIA	6043	
KENTUCKY	6043	
LOUISIANA	6043	050B
MISSISSIPPI	6043	749B
NORTH CAROLINA	6043	750B
SOUTH CAROLINA	6043	750B
TENNESSEE	6043	750B

ACNA - IMG

CERTIFICATE OF SERVICE

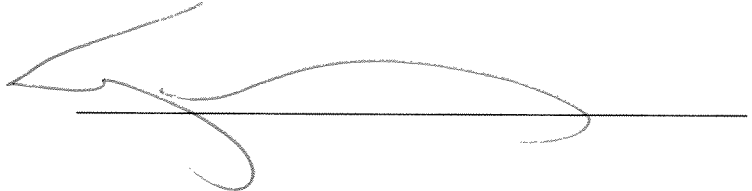
I hereby certify that on August 15, 2011, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Gene R. Dry
Image Access, Inc.
111 Veterans Blvd., #1620
Metairie, LA 70005
genedry@newphone.com

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Paul F. Guarisco, Esquire
Phelps Dunbar LLP
400 Convention St., #1100
Baton Rouge, LA 70802
paul.guarisco@phelps.com

A handwritten signature in black ink, appearing to read "Paul F. Guarisco", is written over a horizontal line.