



Joelle Phillips
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November 5, 2012

VIA HAND DELIVERY

Hon. Kenneth C. Hill, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and US LEC of Tennessee LLC*
Docket No. 12-00137

Dear Chairman Hill:

Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and US LEC of Tennessee LLC*.

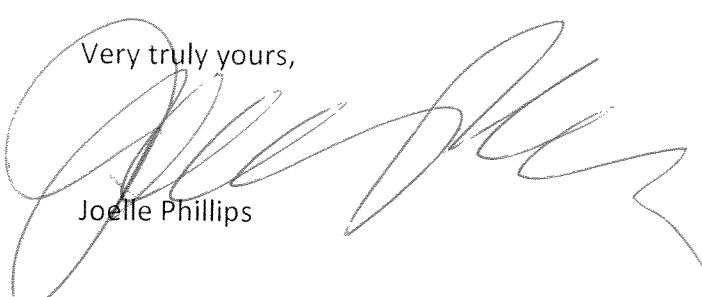
In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and US LEC within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or 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. US LEC and AT&T aver that the Agreement is consistent with the standards for approval.

The Amendment incorporates US LEC's name change in Tennessee.

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

Very truly yours,

Joelle Phillips

A large, stylized handwritten signature in black ink, appearing to read "Joelle Phillips", is written over the typed name.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and US LEC of Tennessee LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE
INTERCONNECTION AGREEMENT NEGOTIATED
BETWEEN AT&T TENNESSEE AND US LEC OF TENNESSEE LLC**

AT&T Tennessee ("AT&T") and US LEC of Tennessee LLC ("US LEC") file this request for approval of the Amendment to 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, US LEC and AT&T state the following:

1. US LEC and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to US LEC.

2. The parties have recently negotiated an Amendment to the Agreement which incorporates US LEC's name change. 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, US LEC and AT&T are submitting their Agreement to the TRA for its consideration and approval.

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

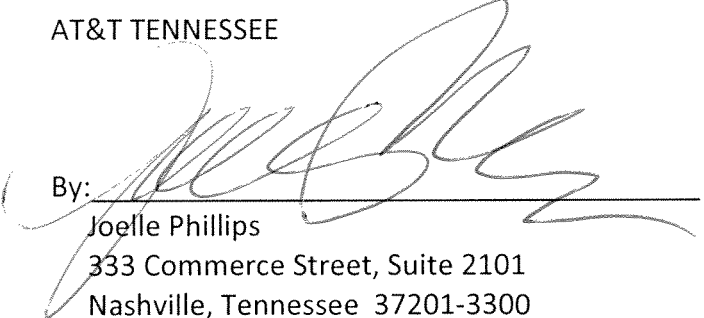
5. US LEC and AT&T aver that the Agreement is consistent with the standards for approval.

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 approved pursuant to 47 USC Section 252.

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

Respectfully submitted,

AT&T TENNESSEE

By: 

Joelle Phillips
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6311
Attorney for AT&T

**AMENDMENT TO
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, AT&T TENNESSEE
AND
US LEC OF ALABAMA L.L.C., US LEC OF FLORIDA, LLC,
US LEC OF GEORGIA LLC (DELAWARE), US LEC OF SOUTH CAROLINA LLC, US LEC OF
TENNESSEE LLC, AND US LEC COMMUNICATIONS LLC**

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") (f/k/a BellSouth Telecommunications, Inc. ("BellSouth")) and US LEC of Alabama L.L.C., US LEC of Florida, LLC, US LEC of Georgia LLC (DELAWARE), US LEC of South Carolina LLC, US LEC of Tennessee LLC, and US LEC Communications LLC ("US LEC") (f/k/a US LEC of Alabama Inc., US LEC of Florida Inc., US LEC of Georgia Inc., US LEC of North Carolina Inc., US LEC of South Carolina Inc., US LEC of Tennessee Inc. and US LEC Communications Inc.) is hereby amended as follows.

WHEREAS, AT&T and US LEC of Alabama Inc., US LEC of Florida, Inc., US LEC of Georgia Inc., US LEC of North Carolina Inc., US LEC of South Carolina Inc., US LEC of Tennessee Inc. and US LEC Communications Inc. are the parties to that certain "Interconnection Agreement" approved as of December 28, 2006 (the "Agreement"); and

WHEREAS, US LEC of Alabama Inc. has changed its name to US LEC of Alabama L.L.C., US LEC of Florida Inc. has changed its name to US LEC of Florida, LLC, US LEC of Georgia Inc. has changed its name to US LEC of Georgia LLC, US LEC of North Carolina Inc. has changed its name to US LEC Communications LLC, US LEC of South Carolina Inc. has changed its name to US LEC of South Carolina LLC, US LEC of Tennessee Inc. has changed its name to US LEC of Tennessee LLC, and US LEC Communications Inc. has changed its name to US LEC Communications LLC and they wish to reflect these name changes as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T and US LEC hereby agree as follows:

1. The Agreement is hereby amended to reflect the name changes from US LEC of Alabama Inc. to US LEC of Alabama L.L.C., from US LEC of Florida Inc. to US LEC of Florida, LLC, from US LEC of Georgia Inc. to US LEC of Georgia LLC, from US LEC of North Carolina Inc. to US LEC Communications LLC, from US LEC of South Carolina Inc. to US LEC of South Carolina LLC, from US LEC of Tennessee Inc. to US LEC of Tennessee LLC, and from US LEC Communications Inc. to US LEC Communications LLC.
2. AT&T shall reflect that name change from US LEC of North Carolina Inc. to US LEC Communications LLC only for the main billing account (header card) for each of the accounts previously billed to US LEC of North Carolina Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T'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, US LEC Communications LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by US LEC of North Carolina Inc. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, US LEC of North Carolina, Inc. shall operate with AT&T under the US LEC Communications LLC name for those accounts. Such operation shall include, by way of example only, submitting orders under US LEC Communications LLC and labeling (including re-labeling) equipment and facilities with such name.

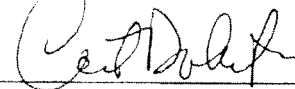


4. US LEC Communications LLC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by US LEC Communications LLC, or by AT&T on behalf of US LEC Communications LLC, for updating billing accounts and End User records.
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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. Reservation of Rights. 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.
8. 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.

US LEC of Alabama L.L.C., US LEC of Florida, LLC,
US LEC of Georgia LLC, US LEC of South Carolina
LLC, US LEC of Tennessee LLC, and US LEC
Communications LLC

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: John Fletcher
(Print or Type)

Name: Patrick Doherty
(Print or Type)

Title: General Counsel
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: October 12, 2012

Date: 10-18-12

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	8863	4839	4839
FLORIDA	8863	2004	8692, 8863
GEORGIA	8863	3747	3747, 8355
KENTUCKY	8863	784B	3495
LOUISIANA	8863	0890	0893, 0890
MISSISSIPPI	8863	622A	3099, 8356
NORTH CAROLINA	7674	3451	7674, 3451
SOUTH CAROLINA	8863	8693	8693
TENNESSEE	8356	790B	8356

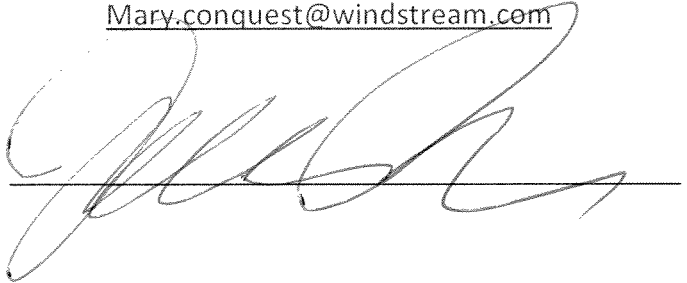
Description	ACNA Code(s)
ACNA(s)	UHC

CERTIFICATE OF SERVICE

I hereby certify that on November 5, 2012, a copy of the foregoing document was served on the following, via the method indicated:

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

Ms. Mary Conquest
US LEC
Two North Main Street
Greenville, SC 29601
Mary.conquest@windstream.com

A handwritten signature in dark ink, appearing to read 'Mary Conquest', is written over a horizontal line.