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November 27, 2012

filed electronically in docket room on 11/29/2012

VIA HAND DELIVERY

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

Re: *Approval of the Amendment to the Paging Interconnection Agreement
Negotiated by AT&T Tennessee and USA Mobility Wireless, Inc.*
Docket No. 12-00148

Dear Chairman Allison:

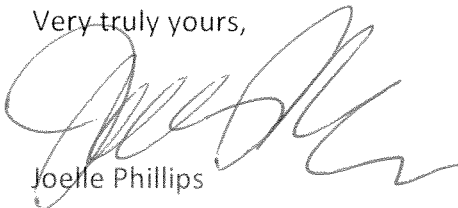
Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Paging Interconnection Agreement Negotiated by AT&T Tennessee and USA Mobility Wireless, Inc.*

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 USA Mobility 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. USA Mobility and AT&T aver that the Agreement is consistent with the standards for approval.

The Amendment replaces the Notices provision in its entirety.

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

Very truly yours,



Joelle Phillips

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Paging Interconnection Agreement
Negotiated by AT&T Tennessee and USA Mobility Wireless, Inc.*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE PAGING
INTERCONNECTION AGREEMENT NEGOTIATED
BETWEEN AT&T TENNESSEE AND USA MOBILITY WIRELESS, INC.**

AT&T Tennessee ("AT&T") and USA Mobility Wireless, Inc. ("USA Mobility") file this request for approval of the Amendment to the Paging 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, USA Mobility and AT&T state the following:

1. USA Mobility 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 USA Mobility.
2. The parties have recently negotiated an Amendment to the Agreement which replaces the Notices section in its entirety. 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, USA Mobility 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 USA Mobility 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.

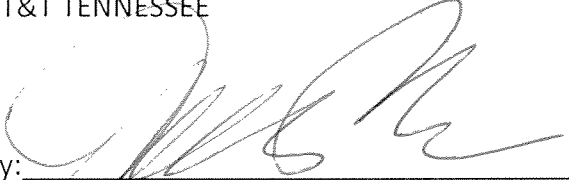
5. USA Mobility and AT&T aver that the Agreement is consistent with the standards for approval.

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.

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

Respectfully submitted,

AT&T TENNESSEE

By: 

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Attorney for AT&T

**AMENDMENT TO THE AGREEMENT
BETWEEN
USA MOBILITY WIRELESS, 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 Paging 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") (previously referred to as BellSouth Telecommunications, Inc.) and USA Mobility Wireless, Inc. ("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 State(s) 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 December 15, 2005 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 XXII. Notices with the following:

XXII. Notices

- A. Subject to Section A.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:
 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.
 2. delivered by facsimile provided CLEC and/or AT&T-9STATE has provided such information in Section C below.
- B. Notices will be deemed given as of the earliest of:
 1. the date of actual receipt;
 2. the next Business Day when sent via express delivery service;
 3. five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
 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.

The logo for AT&T, featuring a stylized globe icon above the lowercase text "at&t".

- C. Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Mark Burns Sr Director Technology Administration
STREET ADDRESS	3000 Technology Drive, Suite 400
CITY, STATE, ZIP CODE	Plano, Texas 75074
PHONE NUMBER*	(972) 801-0515
FACSIMILE NUMBER	(866) 432-1857

	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.

- D. 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.
- E. **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 applicable state Commission and shall become effective ten (10) days following approval by such Commission.

USA Mobility Wireless, Inc.

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

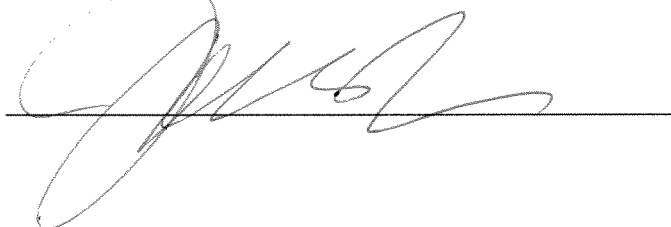
Signature: MARK D. BURNSSignature: Patrick DohertyName: MARK D. BURNS
(Print or Type)Name: Patrick Doherty
(Print or Type)Title: Sr. Director Technology Admin.
(Print or Type)Title: Director - Regulatory
(Print or Type)Date: 11/5/2012Date: 11-7-12

CERTIFICATE OF SERVICE

I hereby certify that on November 27, 2012, a copy of the foregoing document was served on the following, via the method indicated:

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

Mark Burns, Senior Dir.
Technology Administration
USA Mobility Wireless, Inc.
3000 Technology Dr., #400
Plano, TX 75074
Mark.burns@usamobility.com

A handwritten signature in black ink, appearing to read 'Mark Burns', is written over a horizontal line.