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December 5, 2012

VIA HAND DELIVERY

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

RECEIVED
2012 DEC -5 PM 2:48
TRA DOCKET ROOM

Re: *Approval of the Amendment to the Paging Interconnection Agreement
Negotiated by AT&T Tennessee and USA Mobility Wireless, Inc.*
Docket No. 12-00152

Dear Chairman Allison:

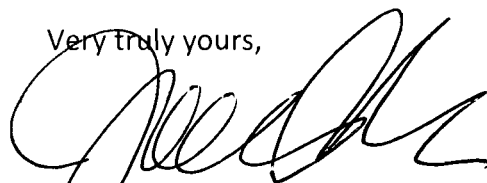
Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Paging Interconnection Agreement Negotiated by AT&T Tennessee and USA Mobility Wireless, Inc.*

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 amends the definition of IntraMTA Traffic.

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 amends the definition of IntraMTA Traffic. 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.

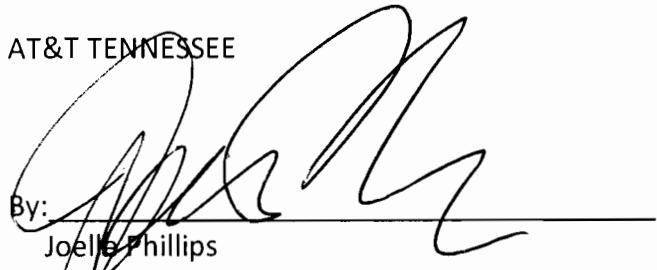
5. USA Mobility and AT&T aver that the Agreement is consistent with the standards for approval.

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: 

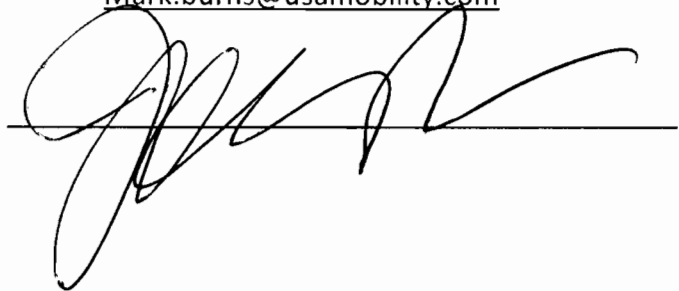
Joelle Phillips
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6311
Attorney for AT&T

CERTIFICATE OF SERVICE

I hereby certify that on December 5, 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.

**AMENDMENT TO THE AGREEMENT
BETWEEN
USA MOBILITY WIRELESS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC DBA 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 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 hereinafter referred to as "AT&T" (previously referred to as "BellSouth Telecommunications, Inc.") and USA Mobility Wireless, Inc. ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to a Paging Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), effective December 15, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

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

1. The Parties agree to include the following definition of IntraMTA Traffic:

"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the end user, Customer or customer of AT&T and the Carrier's end user, Customer or customer. All references to Local Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

2. Effective July 1, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
3. The Parties agree to replace the rates for CMRS Local Interconnection Rates Per Minute of Use for Type 2A, Type 1 and Type 2B in Attachment B-1 of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Attachment B-1 shall remain the same.
4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting carrier's agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. 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.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.



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 ("Amendment Effective Date").

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. BuensSignature: Patrick DohertyName: MARK D. BUENS
(Print or Type)Name: Patrick Doherty
(Print or Type)Title: Sr. Director Technology Admin.
(Print or Type)Title: Director - Regulatory
(Print or Type)Date: 11/28/2012Date: 12-3-12

PRICING SHEET

EXHIBIT A
CMRS PROVIDER /AT&T
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
P2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
P2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
P2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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P2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
P2	FL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
P2	FL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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P2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
P2	GA	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
P2	GA	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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P2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
P2	KY	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
P2	KY	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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P2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
P2	LA	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
P2	LA	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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P2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
P2	MS	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
P2	MS	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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P2	NC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	NC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	NC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
P2	NC	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
P2	NC	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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P2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2F				\$0.00			MOU
P2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
P2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
P2	SC	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
P2	SC	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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P2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
P2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
P2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
P2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk