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January 10, 2013

VIA HAND DELIVERY

filed electronically in docket office on 01/10/13

Hon. James Allison, 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 Cellular South, Inc.*
Docket No. 13-00007

Dear Chairman Allison:

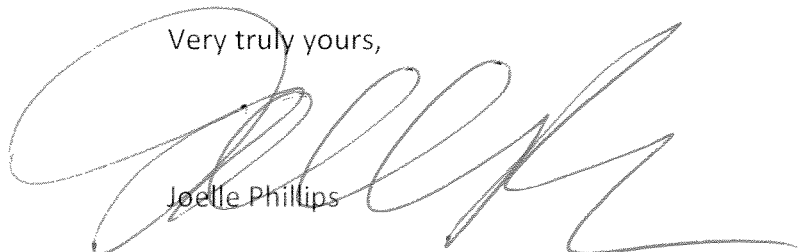
Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Cellular South, Inc.*

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. Cellular South and AT&T aver that the Agreement is consistent with the standards for approval.

The Amendment establishes bill and keep methodology.

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

Very truly yours,



Joelle Phillips

831835

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Cellular South, Inc.*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND CELLULAR SOUTH, INC.**

AT&T Tennessee ("AT&T") and Cellular South, Inc. ("Cellular South") 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, Cellular South and AT&T state the following:

1. The parties have recently negotiated an Amendment to the Agreement which establishes bill-and-keep methodology. 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, Cellular South 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 Cellular South 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. Cellular South 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.

Cellular South 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

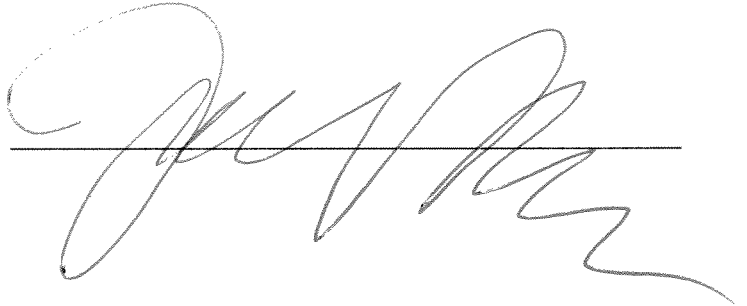
I hereby certify that on January 10, 2013, a copy of the foregoing document was served on the following, via the method indicated:

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

Mr. Brian Jones
Cellular South, Inc.
1018 Highland Colony Pkwy, #1100
Ridgeland, MS 39157
bjones@cspire.com

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

Ken Rogers, Esquire
Brunini, Grantham, et al.
190 E. Capitol St, #100
Jackson, MS 39201
krogers@brunini.com

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
CELLULAR SOUTH, INC.
AND
BELL SOUTH TELECOMMUNICATIONS, LLC**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc., hereinafter referred to as "AT&T" and Cellular South, 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 an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), effective September 1, 2003 and as may be subsequently amended (the "Agreement"); and,

WHEREAS, Effective July 1, 2011, BellSouth Telecommunications, Inc. changed its legal name to BellSouth Telecommunications, LLC; 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 foregoing recitals are hereby incorporated into this Amendment.
2. The Parties agree that BellSouth Telecommunications, Inc., is hereby replaced as a Party by BellSouth Telecommunications, LLC, and the title of the Agreement is changed to reflect this change.
3. 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 or customer of AT&T and the Carrier's end user or customer. All references to "Local Traffic Calls" and/or "Traffic" in the Agreement are hereby replaced by the term "IntraMTA Traffic."
4. 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.
5. The Parties agree to replace the CMRS Local Interconnection Rates and the Mobile-to-Land Trunk Usage for Type 2A, Type 1 and Type 2B in Attachment B-1 of the Agreement with the rates contained in Exhibit A attached hereto. In all other respects, Attachment B-1 shall remain the same.
6. The Parties agree that the terms and conditions of this Agreement shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a wireless carrier's network; e.g., this Agreement specifically does not include traffic that only uses a wireless carrier's FCC licensed CMRS services to relay the call from one wireline facility to another.
7. There shall be no retroactive application of any provision of this Amendment prior to the effective date of an adopting carrier's agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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

The AT&T logo, consisting of the letters "at&t" in a lowercase, sans-serif font.

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.

10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. 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").

Cellular South, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T Alabama,
AT&T Florida, AT&T Mississippi and AT&T Tennessee by
AT&T Services, Inc., its authorized agent

Signature: Benj C. Pace

Signature: Pat Doherty

Name: Benjamin C. Pace
(Print or Type)

Name: Patrick Doherty
(Print or Type)

Title: CFO
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 12/5/12

Date: 12-11-12

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
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			SDSO Trunk
W2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			SDSO Trunk

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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
W2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	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
W2	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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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
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	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
W2	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

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
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	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
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSSE		\$0.00			\$/DSO Trunk