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January 23, 2013

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

Re: *Approval of the Interconnection Agreement and Amendment Thereto
Negotiated by AT&T Tennessee and US LEC of Tennessee, LLC*
Docket No. 13-00022

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 US LEC of Tennessee, LLC* ("US LEC").

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 modifies certain reciprocal compensation terms.

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "Joelle Phillips", written over a horizontal line.

Joelle Phillips

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 modifies certain reciprocal compensation terms. 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.

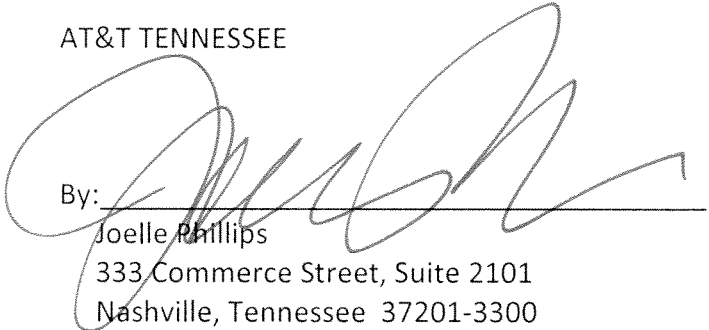
5. US LEC and AT&T aver that the Agreement is consistent with the standards for approval.

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
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(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**

This Amendment (the "Amendment"), modifying certain reciprocal compensation terms, 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 (collectively "AT&T") in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter "ILEC") in the above listed states 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 (hereinafter "US LEC" or "CLEC") in: Alabama, Florida, Georgia, Kentucky, Louisiana, Tennessee, Mississippi, North Carolina, and South Carolina ("9-State Region"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, in June 2006, AT&T and CLEC entered into an interconnection agreement (the "ICA") which was approved, as necessary, by respective state Commissions pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") and is still effective as of the execution date of this Amendment, and

WHEREAS, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, the Parties wish to amend and modify certain compensation provisions of the ICA that are addressed in this Amendment and also incorporate the terms of this Amendment into the ICA between the Parties in such states; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-bound, and Local traffic; and

WHEREAS, the Parties agree that they can identify ISP-bound traffic through the use of billing and other technical information rather than by means of the ratio set forth in the FCC's ISP Remand Order.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. This Amendment shall be filed with and is subject to approval by the Alabama Public Service Commission (APSC), Florida Public Service Commission (FPSC), Georgia Public Service Commission (GPSC), Kentucky Public Service Commission (KPSC), Louisiana Public Service Commission (LPSC), Mississippi Public Service Commission (MPSC), North Carolina Utilities Commission (NCUC), Public Service Commission of South Carolina (PSCSC) and Tennessee Regulatory Authority (TRA) and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such ICA.

- 1.1 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICA.

2. **Classifications of Traffic**

2.1 Definitions.

- 2.1.1 "Total Compensable Traffic" shall mean the combination of Local Traffic exchanged by the Parties pursuant to the ICA plus ISP-Bound Traffic that terminates to an AT&T or CLEC end user.

- 2.1.2 "ISP-Bound Traffic" means Telecommunications traffic, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic exchanged between CLEC and AT&T-22STATE in which the originating End User of one Party and the ISP served by the other Party are:

- 2.1.2.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the Commission or regulatory agency; or

- 2.1.2.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

3. **Compensation**

- 3.1 AT&T shall compensate CLEC for all Total Compensable Traffic in accordance with the terms of this Section 3.
- 3.2 CLEC-Originated Traffic. AT&T shall bill CLEC, for all CLEC-originated Local Traffic at the state-specific rates set forth in the ICA.
- 3.3 AT&T-Originated Traffic. CLEC shall bill AT&T for all ILEC-originated Total Compensable Traffic at the state-specific rates set forth in Exhibit A of this Amendment. The Parties agree that the Exhibit A rates were calculated based on a CLEC-specific traffic study conducted by AT&T to determine the proportion of ISP-Bound Traffic, and Local Traffic originated by AT&T and terminated by CLEC.
- 3.4 Notwithstanding anything to the contrary in this Amendment, either Party may, after this Amendment has been in effect for six (6) months, request that the Parties conduct traffic studies to determine the proportions of ISP-Bound Traffic, and Local Traffic terminated by CLEC. Upon such request, the Parties shall conduct and exchange traffic studies in accordance with the methodology set forth in Exhibit B of this Amendment. Upon completion of such studies, the Parties shall execute a subsequent amendment to the ICA to reflect their agreement to use the resulting proportions of ISP-Bound Traffic, and Local Traffic from the new studies (and the corresponding state-specific single rates) to compensate each other prospectively for Total Compensable Traffic until the Termination Date. If the Parties cannot agree upon the appropriate proportion of ISP-Bound Traffic, and Local Traffic, either Party may take appropriate action at the state Commission to seek appropriate compensation on ISP-Bound Traffic and Local Traffic. If a Party takes such action at the applicable state Commission, the Parties agree to use such proportion and/or methodology approved by the state Commission as of the date of the Commission approval and, in addition, the Commission-ordered proportion/methodology shall be utilized to determine the true-up as described below.

During the pendency of any such proceedings to alter the proportion of ISP-Bound Traffic and Local Traffic, CLEC and AT&T will remain obligated to pay based on the current proportion of ISP-Bound Traffic, Local Traffic, subject to a true-up. Upon conclusion of a state Commission proceeding to determine the appropriate proportion/methodology, the Parties shall use the results of the state Commission proceeding and true-up of any amounts paid on ISP-Bound Traffic and Local Traffic retroactive back to the date a Party first sought appropriate relief from the Commission to reflect the revised proportion of ISP-Bound Traffic and Local Traffic as ordered by the state Commission.

4. Reservation of Rights

- 4.1 Intentionally Omitted.
- 4.2 The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues.. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, AT&T payments to CLEC under the Agreement shall not be construed as agreement by AT&T that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.
- 4.3 Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 4.4 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which

the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions").

5. Additional Terms and Conditions

- 5.1. This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties recognize and agree that Exhibit A, hereto, applies to specified periods of time over the course of the full term of this Amendment, and is intended to be date specific.
- 5.2. The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICA or interconnection agreement. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a nine (9)-State basis and included the totality of rates, terms and conditions listed herein.
- 5.3. This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 5.4. The terms contained in this Amendment and its Exhibits A and B constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.
- 5.5. The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define,

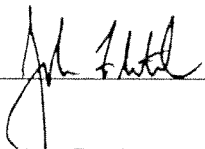
modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.

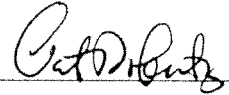
- 5.6. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 5.7. This Amendment shall be filed by the Parties with the state Commissions, as required, in each state listed in the introductory paragraph above. Neither Party may seek a stay of the state Commissions' approval of this Amendment or in any way seek to delay, postpone or interfere with the state Commissions approval of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties ten (10) days following approval by each respective Commission ("Amendment Effective Date).

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

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: 
 Name: John Fletcher
 (Print or Type)

Signature: 
 Name: Patrick Doherty
 (Print or Type)

Title: General Counsel
 (Print or Type)

Title: Director - Regulatory
 (Print or Type)

Date: 01-09-13

Date: 1-14-13

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

EXHIBIT A

State	Rate
Alabama	\$0.000759
Florida	\$0.001291
Georgia	\$0.001006
Kentucky	\$0.002086
Louisiana	\$0.001459
Mississippi	\$0.000965
North Carolina	\$0.001134
South Carolina	\$0.001094
Tennessee	\$0.000912

EXHIBIT B

TRAFFIC STUDY METHODOLOGY

1. Each Party shall conduct a study of its originating traffic terminated to the other Party's end users in order to identify the amount of ISP-Bound Traffic and Section 251(b)(5)/IntraLATA Toll Traffic.
2. The study shall cover a one-month period to be agreed upon by the Parties.
3. The studies shall cover each of the 9-states in the legacy Bell South operating territory. The Parties shall compile the data on a state-by-state basis and shall exchange data when study for any given state is complete.
- 4a. CLEC shall use: (i) originating switch recordings for CLEC's originating facilities-based traffic and (ii) EMI Category 10 local originating records for CLEC's traffic originated from CLEC's Local Wholesale Complete end users.
- 4b. AT&T shall use its originating switch records.
5. To identify ISP-Bound Traffic, the Parties shall use the following criteria: (i) called telephone numbers with average "hold times" of 20 or more minutes (determined by adding minutes/seconds/tenths-of-seconds for all calls to a particular number and dividing by total number of calls to that number and rounding up to the nearest full minute); and (ii) individual telephone numbers must be called a minimum of 200 times during the study period (calls need not originate from the same number); and (iii) US LEC internal records of US LEC's ISP customers.
6. Calls not meeting the criteria set forth Section 5 shall be presumed to be Section 251(b)(5) /IntraLATA Toll Traffic.
7. For those calls that do meet the criteria in Section 5, each Party shall further validate that the calls are ISP-bound by dialing the numbers individually to determine if answered by an ISP modem. Calls that do not reach an ISP modem shall be presumed to be Section 251(b)(5) /IntraLATA Toll Traffic.
8. In providing the results of its study to other Party, each Party shall provide the following detail:
 - State
 - Traffic Month reported on
 - Total Terminating Minutes for study period
 - Total Number of Terminating Minutes and Calls meeting criteria for being classified as ISP-Bound Traffic for study period
 - Calling and Called Telephone Numbers for calls classified as ISP-Bound Traffic

9. If either Party desires to rebut the results of the other Party's study, it shall provide its own analysis and the Parties shall reconcile any differences in the studies.

CERTIFICATE OF SERVICE

I hereby certify that on January ²⁵~~23~~, 2013, 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 of Tennessee LLC
301 N. Main St., 23d Floor
Greenville, SC 29601
mary.conquest@windstream.com

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