



Joelle Phillips  
General Attorney - TN

AT&T Tennessee  
333 Commerce Street  
Suite 2101  
Nashville, TN 37201-1800

T: 615.214.6311  
F: 615.214.7406  
[jp3881@att.com](mailto:jp3881@att.com)

April 11, 2013

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

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated  
by AT&T Tennessee and American Messaging Services, LLC*  
Docket No. 13-00063

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 American Messaging Services, LLC* ("American Messaging").

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 American Messaging 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. American Messaging and AT&T aver that the Agreement is consistent with the standards for approval.

The Amendment implements bill-and-keep.

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 light gray circular stamp.

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 American Messaging Services, LLC Pursuant  
to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE AMENDMENT TO  
THE PAGING AGREEMENT NEGOTIATED BY AT&T TENNESSEE  
AND AMERICAN MESSAGING SERVICES, LLC**

AT&T Tennessee ("AT&T") and American Messaging Services, LLC ("American Messaging") file this request with the Tennessee Regulatory Authority (the "TRA") for approval of the attached Amendment to the Paging Interconnection Agreement (the "Agreement"). The Agreement was negotiated between American Messaging and AT&T pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act"). The Agreement provides for the continued interconnection of the two companies' networks, thereby facilitating American Messaging's provision of commercial mobile radio services ("CMRS") to both residential and business customers in Tennessee. American Messaging and AT&T, therefore, respectfully request that the Authority act within the 90 days specified by the Act and approve the Agreement.

In support of their request, American Messaging and AT&T state the following:

1. AT&T is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.

2. American Messaging is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide paging CMRS in a specific market in Tennessee.

3. The parties have recently negotiated an Amendment to the Agreement which implements bill-and-keep for IntraMTA Traffic exchanged between the parties over Type 1 interconnection trunks and facilities. A copy of the Amendment is attached hereto and incorporated herein by reference.

4. AT&T and American Messaging have entered into this Agreement pursuant to Sections 251 (c) and 252 (a) of the Act.

5. Pursuant to Section 252 (e) of the Act, American Messaging and AT&T are submitting their Agreement to the TRA for its consideration and approval.

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier. Other carriers are not bound by the Agreement and remain free to negotiate independently with AT&T pursuant to Section 252 of the Act.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

8. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreement between American Messaging and AT&T within 90 days of its submission. The Act provides that the TRA may reject such Agreement only if it finds that the Agreement or any portion thereof discriminates against a telecommunications carrier not a

party to the Agreement, or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

9. American Messaging and AT&T aver that the Agreement is consistent with the standards for approval.

10. 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.

11. American Messaging and AT&T respectfully request that the TRA approve the Amendment to the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

Respectfully submitted,

AT&T TENNESSEE

By: 

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

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
AMERICAN MESSAGING SERVICES, LLC  
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 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 American Messaging Services, LLC ("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 Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), executed on November 3, 2006 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 of AT&T and the Carrier's End User. All references to local Telecommunications, Local Telecommunications Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

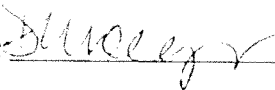
2. As of the Amendment Effective Date, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
3. The Parties agree to replace the rates for transport and termination per Conversation MOU for 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").

American Messaging Services, 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: Debra Kitzinger  
(Print or Type)

Name: Patrick Doherty  
(Print or Type)

Title: Director  
(Print or Type)

Title: Director - Regulatory  
(Print or Type)

Date: 4/2/2013

Date: 4-11-13

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



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	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

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	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

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	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

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	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

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	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

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	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

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	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$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

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	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

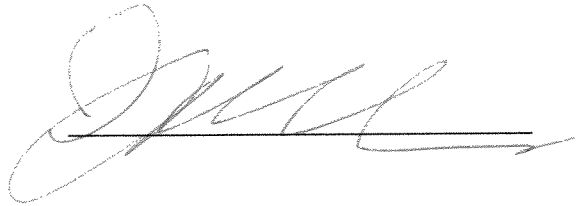


**CERTIFICATE OF SERVICE**

I hereby certify that on April 11, 2013, a copy of the foregoing document was served on the following via the method indicated:

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

Ms. Debi Kroeger  
American Messaging Services, LLC  
1720 Lakepointe Drive, # 100  
Lewisville, TX 75057  
[Debi.kroeger@americanmessaging.net](mailto:Debi.kroeger@americanmessaging.net)

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